

AGENDA

CAMPBELL COUNTY BOARD OF COMMISSIONERS

BOB MAUL, Chairman
RUSTY BELL
DG REARDON
DEL SHELSTAD
COLLEEN FABER

JUNE 15, 2021

09:00 MEETING CALLED TO ORDER PLEDGE OF ALLEGIANCE

CONSENT AGENDA

- A. [Consent Agenda](#)
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PUBLIC COMMENT

- B. 9:05 For the Good of the County*

REGULAR BUSINESS

- | | |
|---|--------------------------------|
| C. 9:15 Rescission of Fireworks Resolution 2021 | Chief Jeff Bender/Carol Seeger |
| D. 9:20 Open Burning Restriction Resolution | Chief Jeff Bender/Carol Seeger |
| E. 9:25 CARES Developmental Addendum for GA Terminal | Todd Chatfield |
| F. 9:30 WIC Program Agreement | Jane Glaser |
| G. 9:35 Contract to Provide Juvenile & Family Drug Court Services | Jim Lyon |
| H. 9:40 Museum Pedestrian Crosswalk Project Bid Award | Clark Melinkovich |
| I. 9:45 S. Campbell County Arterial Road Construction Project Bid | Clark Melinkovich |
| J. 9:50 Piper Acres Improvement & Service District Formation | Kendra Anderson |
| K. 9:55 Early Intervention & Education Program Part B Contract | Bob Tranas |
| L. 10:00 Early Intervention & Education Program Part C Contract | Bob Tranas |
| M. 10:05 Campbell County Hospital District & UC Health Contract | Tom Lubnau |

PUBLIC HEARING

- N. 10:20 Budget Amendments FY2020-2021 Susan Saunders

REGULAR BUSINESS II

- O. 10:25 Budget Adoption FY2021-2022 Susan Saunders

BOARD OF EQUALIZATION

- P. 11:15 In the Matter of the Appeal of Patterson – UTI Drilling Co., LLC: Motion to Dismiss/Timeliness of Appeal

ADJOURN

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed.

Consent Agenda

MINUTES

Board of Commissioners Directors Workshop, June 1, 2021

Board of Commissioners Executive Session, June 2, 2021

Board of Commissioners Regular Meeting, June 2, 2021

MONTHLY REPORTS

Clerk of District Court – May 2021

County Clerk – May 2021

Sheriff's Office – May 2021

Treasurer's Office – May 2021

PAYROLL PAYMENTS

May 29, 2021

May 31, 2021

CAPITAL REQUESTS

Parks and Recreation To purchase two (2) Daktronics MX-1 Kit Plus Receivers to control scoreboards wireless, in the amount of \$3,430.

LINE ITEM TRANSFERS

Airport

Transfer \$16,000.00 from 751.6023 Full Time Over Time to 751.6022 Full Time

Extension

Transfer \$180.00 from 101.6281 Automobile to 101.6762 Office Furniture & Equipment

Transfer \$55.33 from 101.6517.2 Staff Development to 101.6762 Office Furniture & Equipment

Transfer \$180.00 from 101.6517.4 Travel & Transportation to 101.6762 Office Furniture Equipment

Transfer \$250.00 from 101.6517.5 Meals & Lodging to 101.6531 General Supplies

Transfer \$459.00 from 101.6762.3 Repairs & Maintenance Vehicle to 101.6092 Advertising

Transfer \$31.00 from 101.6762.3 Repairs & Maintenance Vehicle to 102.6349 University of WY

Transfer \$317.96 from 102.6281 Automobile to 102.7342 Program Support

Transfer \$250.00 from 102.6282 Airplane/Train & Bus to 103.6517.4 Travel & Transportation

Transfer \$398.83 from 102.6283 Meals & Lodging to 102.7342 Program Support

Transfer \$85.50 from 102.6281 Automobile to 103.6517.4 Travel & Transportation

Transfer \$95.50 from 102.6283 Meals & Lodging to 102.7342 Program Support

Transfer \$329.50 from 102.6517.3 Conference & Seminar to 102.7342 Program Support

Transfer \$120.00 from 103.6281 Automobile to 103.6517.3 Conference/Seminar Work

Transfer \$110.00 from 103.6281 Automobile to 103.6517.4 Travel/Transportation

Transfer \$120.00 from 103.6281 Automobile to 103.6517.5 Meals & Lodging

Transfer \$16.73 from 103.6283 Meals & Lodging to 103.6517.5 Meals & Lodging

Transfer \$227.00 from 104.6281 Automobile to 104.7488 Program Support

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Transfer \$339.60 from 104.6282 Airplane, Train, Bus to 104.7488 Program Support
 Transfer \$188.00 from 104.6517.3 Conference/Seminar Work to 104.7488 Program Support
 Transfer \$835.64 from 104.6517.5 Meals and Lodging to 104.7488 Program Support
 Transfer \$500.00 from 105.6281 Automobile to 105.7488 Program Support
 Transfer \$100.00 from 105.6283 Meals & Lodging to 105.7488 Program Support
 Transfer \$500.00 from 105.6517.5 Meals & Lodging to 105.7488 Program Support

Parks & Recreation

Transfer \$5,700.00 from 7703.6024 Part-Time Regular to 7703.6024.314 Receptionist
 Transfer \$100.00 from 7704.6687 Landscaping Sup. to 7704.6777 Building Maintenance
 Transfer \$200.00 from 7704.6687 Landscaping Sup. to 7704.6755 Painting Supplies

Public Works

Transfer \$10,000.00 from 481.6111 Electric Water Sewer to 481.6767 General Equipment
 Transfer \$4,000.00 from 481.6111 Electric Water Sewer to 875.7238 Capital Misc Equipment
 Transfer \$17,000.00 from 020.7277.19 Landfill Environmental Compliance to 020.7271.37
 Video Surveillance – Sheriff's Office

POSITION VACANCY JUSTIFICATIONS

CAM-PLEX – Event Custodian
 Children's Developmental Services – Instructional Assistant
 Parks & Recreation – Golf Course Superintendent
 Public Works/Facilities Maintenance – Custodian I

SOCIAL MEDIA REQUESTS

Airport – Airport Operations Technician II, Ronald Smith

HAND WARRANTS

Campbell County Clerk Tax Account	\$20,430.00
Campbell County Treasurer – HSA/FLX	2,561.83
Campco Federal Credit Union	950.00
Great West Trust Company	4,595.00
HM Life Insurance	167,701.93
CCEHBTA – Health	73,881.07
CCEHBTA – Dental	41,443.40
Delta Dental Plan of Wyoming	1,831.60
Vision Service Plan	8,157.45
Reliance Standard Life Insurance	19,519.06
Campbell County Clerk Tax Account	289,433.12
Campco Federal Credit Union	226.01
Campbell County Treasurer – HSA/FLX	45,459.20
Great West Trust Company	32,907.50
Sheridan County Circuit Court	284.04
Wyoming Child Support	1,688.38
WAG – Criminal Investigation	78.00
First National Bank Visa	476.18
U.S. Postmaster	122.00

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The following page(s) contain the backup material for Agenda Item: [Consent Agenda](#)

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Office of County Commissioners
June 1, 2021
Gillette, WY

Directors Workshop

The Campbell County Board of Commissioners met for a Directors Workshop, Monday, June 1, 2021 at 1:30 PM.

Present were Del Shelstad, DG Reardon, Bob Maul, Colleen Faber, Commissioners; Susan F. Saunders, County Clerk; Carol Seeger, Commissioners Administrative Director; Kevin Geis, Road and Bridge Director; Matt Olsen, Public Works Director; Todd Chatfield, Airport Interim Director; Jane Glaser, Public Health Director; Scott Matheny, County Sheriff and Sean Brown, Deputy County Attorney. Commissioner Rusty Bell was present telephonically.

Discussion was held on position vacancy justifications for the Airport, Public Health and Sheriff's Office.

Matt Olsen provided updates on the Airport roof and sign, the Courthouse roof project, the Museum crosswalk, the parking garage and Southern arterial road bids.

Carol Seeger discussed support for the Congressional Tour, the Wyoming Innovation Center ground-breaking, the Chamber Luncheon, applicants for Board openings, Dru coming to Gillette in June and Tyler costs.

Kevin Geis provided updates on crushing, crack sealing, road counts, approaches and open positions.

A workshop was held on the FY 2021-2022 budget.

A workshop was held with CCH and UC Health.

There being no further business to come before the Commissioners, the meeting was adjourned. at 3:25 PM.

Susan F. Saunders, Clerk
Board of County Commissioners

Bob Maul, Chairman
Board of County Commissioners

Office of County Commissioners
June 2, 2021
Gillette, Wyoming

The Campbell County Board of Commissioners met in regular session, Wednesday, June 2, 2021. Chairman Maul called the meeting to order at 9:00 AM. Commissioner Del Shelstad led in prayer and Chairman Maul led the Pledge of Allegiance.

Present were DG Reardon, Bob Maul, Del Shelstad, Collen Faber, Commissioners; Susan F. Saunders, County Clerk; Carol Seeger, Commissioners Administrative Director and Sean Brown, Deputy County Attorney. Commissioner Rusty Bell was absent from the meeting.

The following consent agenda was presented:

MINUTES:

- Board of Commissioners Special Meeting, May 12, 2021
- Board of Commissioners Executive Session, May 12, 2021
- Board of Commissioners Directors Workshop, May 17, 2021
- Board of Commissioners Executive Session, May 17, 2021
- Board of Commissioners Regular Meeting, May 18, 2021
- Board of Commissioners Fair Board Meeting, May 18, 2021
- Board of Commissioners Parks and Recreation Board Meeting, May 24, 2021

MONTHLY REPORTS:

- Sheriff's Office, Detention – April 2021

PAYROLL PAYMENTS:

- May 15, 2021

CANCELLATION/REBATE OF TAXES:

- #4292, 4293, 4297, 4298, 4299, 4300, 4303, 4304, 4305, 4307

CHANGE IN POSITION ALLOCATION:

- Campbell County Fire Department – Sr. Mechanic

LINE ITEM TRANSFERS:

- Commissioners Office - Transfer \$4,000 from 013.6079 Newsletter to 013.6532 Computer Supplies

- Parks & Recreation - Transfer \$1,500 from 7704.6687 Landscaping Sup. to 7704.6673 Playground Maintenance; transfer \$1,800 from 7704.6687 Landscaping Sup. to 7704.6751 Vehicle Parts not Capital; transfer \$93 from 7701.6517.2 Staff Development to 7701.6234.1 Copier; transfer \$800 from 7710.6024.320 Bell Nob Maintenance to 7710.6024.313 Outside Services; transfer \$1,800 from 7710.6700 Golf Course Accessories to 7710.6703 Seed and Sod; transfer \$1,780 from 7710.6777 Building Maintenance to 7710.6770 Grounds Maintenance

- Public Works - Transfer \$2,676.64 from 020.7085 District Support Grants to 020.7085.20 Central Campbell County

- Road & Bridge - Transfer 8,550 from 141.6902 Culverts to 141.6901 Autogates

- Rockpile Museum - Transfer \$500 from 721.6302 Airplane, Train, Bus to 721.6706.1 Gift Shop Purchases; transfer \$750 from 721.6112 Electricity to 721.6114 Propane, Natural Gas; transfer \$400 from 721.6023 Fulltime-O.T. to 721.6024 Part-Time Regular

OFFICIAL BOND & OATH:

Los Caballos Service & Improvement Service District – Troy A. Collins

POSITION VACANCY JUSTIFICATIONS:

Airport – Executive Director

Public Health – Public Health Nurse

Sheriff's Office – Detention Officer/Deputy Sheriff (2 Positions)

SICK LEAVE TRANSFERS:

Transfer 16 hours from Employee #533851 to Employee #620592

Transfer 40 hours from Employee #103771 to Employee #620592

Transfer 16 hours from Employee #533843 to Employee #620592

STATE ELECTRICAL CONTRACTOR'S LICENSE RENEWAL:

Curtis Wendling – Master Electrician

HAND WARRANTS:

Campbell County Treasurer – HSA/FLEX	48,240.21
Campbell County Clerk Tax Account	29,439.68
Sheridan County Circuit Court	284.04
Campco Federal Credit Union	226.01
Great West Trust Company	34,482.50
Wyoming Child Enforcement	1,688.38
State of Wyoming – Department of Revenue & Taxation	98.41
WAG – Division of Criminal Investigation	39.00

Commissioner Reardon moved to approve all items of the Consent Agenda, as presented.

Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Commissioner Faber moved to approve the vouchers, as presented. Commissioner Shelstad seconded the motion. All Voted – Aye. Carried.

A P Mobley	Library-General Administration	200.00
Absolute Auto	Various Departments	1,973.60
Action Entertainment	Fair-General Admin	1,800.00
AdBay Com	Various Departments	400.00
Advance Auto Parts	County Sheriff	40.15
Albertsons Emer Mgmt	Emergency Management	68.69
Alignment Pros	County Sheriff	185.00
Alsco	Various Departments	771.52
Alternative Propane	Landfill	298.00
Amazon Capital Svc	Information Technology Service	235.38
Amazon Courthouse	Human Resources	39.80
Amazon Library	Various Departments	2,151.75
Ameri Tech Equipment	P & R-Parks	1,450.29
American Alliance	Rockpile Museum - Gen Admin	550.00
American Family Life	Ell County General Fund	32.38
American Millennium	Commissioner's-Gen Cnty Costs	51.40
American Road Maint	Various Departments	9,546.18
American State Local	Rockpile Museum - Gen Admin	210.00
American Welding	Various Departments	131.96

Animal Medical Cntr	County Sheriff	255.96
Arcadia Publishing	Rockpile Museum - Gen Admin	321.86
Archer, Tracey L.	Extension Dept-Horticulture	47.40
Architectural Spec	Maintenance/Custodial	118.00
ArchiveSocial	Commissioner's Administration	2,388.00
Arena Products Svc	Publ Work Capital Construction	475.00
Arete Design Group	Human Resources	2,182.50
Arrow Printing Graphic	Various Departments	1,425.00
Associated Glass	Maintenance/Custodial	1,182.08
ATT Airport	Northeast Wyoming Regional	195.17
ATT Assessor	County Assessor	103.31
ATT Children's Devel	Children's Dev Svc-Spec Ed	62.54
ATT Emergency Mgmt	Emergency Management	165.20
ATT Park Recreation	Various Departments	109.78
AVA Community Arts	Various Departments	442.00
Axis Forensic Tox	County Coroner	942.00
Background Invest	P & R-Recreational Division	74.85
Bailey Jr., Ernest G.	Juvenile Drug Court Grants	20.96
Barcodes	County Clerk	989.60
Barney Graham Lamb	Commissioner's-Gen Cnty Costs	900.00
Basin Radio Network	Various Departments	2,582.75
Baynum Painting	Publ Work Capital Construction	31,700.00
Bears Naturally	Various Departments	84.90
Big D Oil Company	P & R-Wright Center	44.14
Big Horn Tire	Various Departments	12,821.03
Bighorn Hydraulics	Various Departments	614.08
Black Diamond Inves	P & R-Rockpile Community Cntr	300.00
Black Hills Chemical	Sheriff-Jail Facility	565.04
Black Hills Enrg Gas	Various Departments	45,416.05
Black Hills Pioneer	Northeast Wyoming Regional	716.50
Blackstone Audio	CCPL-Main Branch	1,582.71
Blick Art Materials	Rockpile Museum - Gen Admin	221.85
Bob Barker Company	Sheriff-Jail Facility	1,384.88
Boller, Treasure L.	Extension Dept-Horticulture	36.00
Bomgaars	Various Departments	856.98
Border States Elec	Various Departments	653.93
Bowman, Brian P.	Publ Work Capital Construction	450.00
Box N Ranch Rd IS	1% Optional Sales Tax Fund	2,235.75
Boys Girls Club CC	1% Optional Sales Tax Fund	2,309.00
Breannas Bakery	Human Resources	12.00
Brodart Company	Library-General Administration	190.59
Brown Kennedy Ranch	Road & Bridge	6,732.80
Brunsen IS Dist	1% Optional Sales Tax Fund	1,807.19
Buechler, Allie C.	Human Resources	29.99
Buffalo Bulletin	CCPL-Main Branch	45.00
Burns McDonnell Eng	Various Departments	30,744.54

Camp, Flor	Library-General Administration	800.00
Capitol Internl Prod	Fair-General Admin	2,500.00
Carrolls Upholstery	P & R-Recreational Division	589.00
Casper Natrona Airport	Northeast Wyoming Regional	2,100.00
Casper Star Tribune	Various Departments	664.99
CBH Co Op	Various Departments	89.39
CC Chamber of Commer	Northeast Wyoming Regional	70.00
CC Dist Crt Rev Wit	State & Fed Mandated Costs	60.00
CC Health Misc	Various Departments	1,065.00
CC Master Gardeners	Extension Dept-Horticulture	30.00
CC Public Land Brd	1% Municipal Sales Tax Fund	234,042.00
CC School Dist Coop	Sheriff-Jail Facility	1,954.77
CC Senior Center	1% Optional Sales Tax Fund	21,262.00
CEM Aquatics	JT Powers Rec Maint Reserve	35,812.00
Center Point Large	Various Departments	831.12
Centner, Julie M.	Sheriff-Jail Facility	182.00
CenturyLink Long Dis	Information Technology Service	687.79
CenturyLink Phone	Various Departments	16,849.30
Certified Folder	Rockpile Museum - Gen Admin	2,103.98
Certified Lab	Road & Bridge	220.80
Charter Comm Cable	Various Departments	1,149.80
Chichester	Rockpile Museum - Gen Admin	333.53
Chris Supply Co	P & R-Bell Nob Golf Course	12.70
City Gillette Misc	Various Departments	3,560.00
City Gillette Util	Various Departments	85,368.28
Clear Creek Counsel	1% Optional Sales Tax Fund	935.00
Climb Wyoming	Various Departments	13,521.64
CNA Surety	Human Resources	1,008.60
Coca Cola Bottling	Commissioner's-Gen Cnty Costs	472.00
Collection Prof	Children's Dev Svc-Gen Admin	406.01
Collins Commun	Various Departments	3,364.01
Colorado Golf Turf	P & R-Bell Nob Golf Course	66.52
Concordance Health	County Health Nurse	183.72
Contractors Supply	Various Departments	9,621.75
Convergint Technologies	1% Optional Sales Tax Fund	133,434.14
Council Community Svc	CSBG	10,535.71
Counseling Connect	Various Departments	3,919.25
Cowboy State Games	1% Optional Sales Tax Fund	8,166.50
CPS Distributors	P & R-Parks	622.24
Craig Distributing	CCPL-Main Branch	48.00
Crum Electric Supply	Various Departments	2,171.85
CSS	Various Departments	3,123.97
CT Accessories	Fleet Sales Tax Funds	5,290.00
Cummins Sales Svc	Road & Bridge	9,440.06
CuraLinc Healthcare	Human Resources	4,432.08
Custom Graphix Signs	Fleet Sales Tax Funds	650.00

Dakota Playground	1% Optional Sales Tax Fund	18,638.00
Damian, Nicole L.	County Health Nurse	67.20
Damsky, Mitchell H.	County Attorney	124.87
Day Law	State & Fed Mandated Costs	906.25
Demco	Various Departments	4,033.85
Denver Industrial	Road & Bridge	24,573.00
Derksen Floors	Publ Work Capital Construction	10,340.00
Design Construction	Publ Work Capital Construction	1,835.00
Discount School	Various Departments	3,661.35
Donald Nash Entert	Fair-General Admin	300.00
Douglas Budget	Northeast Wyoming Regional	280.00
Dru Consulting	Commissioner's-Gen Cnty Costs	2,095.00
Duluth Trading Co	County Sheriff	164.99
Dustbusters Enter	Publ Work Capital Construction	38,793.48
E and S Services	Publ Work Capital Construction	17,721.00
Eason, Karla D.	Prevention Management Org	397.40
Eastman, Suzanne M.	Children's Dev Svc-Spec Ed	179.00
Edible Prairie Proj	1% Optional Sales Tax Fund	608.76
Energy Chain Sling	Road & Bridge	189.00
Entenmann Rovin Co	Various Departments	70.00
Expresso Lube	County Sheriff	732.01
Extractor	Maintenance/Custodial	33.00
EZ Auto Wash	Children's Dev Svc-Spec Ed	14.29
Faber, Colleen	Commissioner's Executive	197.68
Fastenal Company	Various Departments	2,076.98
Federal Supply USA	Various Departments	56.92
FIB Mstrcrd Airport	Northeast Wyoming Regional	615.90
FIB Mstrcrd Library	CCPL-Main Branch	77.47
FIB Mstrcrd Park Rec	Various Departments	1,619.10
First Natl Bnk Visa	Various Departments	19,588.91
Floyds Truck Center	Road & Bridge	2,192.01
Forensic Medicine	County Coroner	3,000.00
Fry, Kimberly D.	Various Departments	376.22
Fuller Law Office	State & Fed Mandated Costs	397.92
Furman, Craig M.	County Sheriff	50.00
Gale Cengage Learn	Various Departments	959.26
Gallion, Kristen M.	County Sheriff	51.00
Game Informer	CCPL-Main Branch	19.99
Games Galore Party	Fair-General Admin	1,875.00
GCR Tire Service	Road & Bridge	6,400.00
Gillette Abuse Refug	1% Optional Sales Tax Fund	6,930.00
Gillette College	Various Departments	398,125.00
Gillette Little League	1% Optional Sales Tax Fund	5,000.00
Gillette Printing	Various Departments	9,279.64
Gillette Reprod Hlth	CSBG	110.00
Gillette Steel	P & R-Parks	331.00

Gillette Transport	County Sheriff	75.00
Gillette Winsupply	Various Departments	7,063.42
Git R Done Site Svc	P & R-Bell Nob Golf Course	1,260.00
Glaser, Jane C.	County Health Nurse	14.00
Glaxosmithkline Phar	County Health Nurse	430.83
Global Heat Transfer	Road & Bridge	940.84
Global Vision Tech	Capital Outlay-ITS	2,387.50
Golden West Tech	Various Departments	3,772.48
Golf Course Super Am	P & R-Bell Nob Golf Course	400.00
Govens Farm Ranch	Various Departments	361.00
Grainger	Various Departments	3,877.38
Granite Peak Pump	P & R-Parks	172.98
Greasewood Water	Road & Bridge	450.10
Grey House Publish	CCPL-Main Branch	1,995.00
Hakert, Richard J.	Road & Bridge	2,040.00
Hampton Inn Douglas	County Clerk	192.00
Harris Govern User	County Assessor	150.00
Harris Public Health	County Health Nurse	295.00
Hatcher, Jamie A.	Sheriff-Jail Facility	100.00
Hawkins	Various Departments	2,299.19
Henning, Robert A.	Rockpile Museum - Gen Admin	15.34
HGTV Magazine	CCPL-Main Branch	20.00
High Glass Window	Various Departments	2,116.00
Hillcrest Auto Body	Human Resources	1,000.00
Hobby Lobby	Library-General Administration	64.07
Homax Oil Sales	Various Departments	116,056.10
Home Depot Extension	Extension Dept -EFNEP	361.76
Home Depot Maint	Various Departments	59.91
Home Depot Parks Rec	Various Departments	399.07
Home Depot Sheriff	Sheriff-Jail Facility	448.86
Home Fire Foods	Various Departments	2,412.50
Honnen Equipment	Road & Bridge	160.02
Horning Horning McGrath	State & Fed Mandated Costs	25.00
Horwath Laundry Eq	Various Departments	1,765.36
Hub International	Various Departments	1,650.00
Humphrey Law	State & Fed Mandated Costs	3,553.47
IBM	Information Technology Service	17,800.45
Imagination Gallery	Fair-General Admin	1,925.00
Inland Truck Parts	Various Departments	4,401.44
InStyle Magazine	CCPL-Main Branch	10.00
Interstate Powersyst	Road & Bridge	763.80
James Tire Service	P & R-Parks	176.60
Jimenez, Rebecca R.	County Health Nurse	16.80
Jims Heating Ac Ref	Landfill	3,030.00
JRs Laser Tag	P & R-Recreational Division	400.00
Kanopy	CCPL-Main Branch	180.00

Kapco	Library-General Administration	3,777.04
Karls TV	Children's Dev Svc-Spec Ed	1,374.93
Keyhole Broadcasting	Northeast Wyoming Regional	210.00
Kimball Midwest	Road & Bridge	1,106.06
Knife River	P & R-Bell Nob Golf Course	3,653.58
KSLT KLMP KTPT	Northeast Wyoming Regional	300.00
Kubat Equip Service	Various Departments	2,955.55
Leapfrog Entertain	Fair-General Admin	250.00
Lesley, Douglas	State & Fed Mandated Costs	375.00
Library Foundation	Library-General Administration	111.72
Light O Rama	P & R-Parks	40.22
Lightning Lube	Various Departments	194.00
Lindblom, Reba L.	County Health Nurse	10.64
Little Sprouts Pre	Children's Dev Svc-Spec Ed	375.00
Longleaf Services	Rockpile Museum - Gen Admin	122.84
Longs Plumbing Heat	Maintenance/Custodial	430.00
Lowe Roofing	Various Departments	97,930.70
Lubnau Law Office	State & Fed Mandated Costs	2,879.73
Lynns Auto Repair	County Sheriff	1,400.39
Macias, Belinda	Children's Dev Svc-Spec Ed	475.00
Mad Transportation	County Sheriff	640.00
Manning Wrecker Svc	County Sheriff	350.00
Mark Thomas Company	County Coroner	175.00
McGowan Castleberry, Ivy J.	County Health Nurse	15.12
McKesson Med Surgic	Sheriff-Jail Facility	3,652.39
Meadow Gold Dairy	Children's Dev Svc-Preschool	468.55
Means First Ext WS	Road & Bridge	173.20
Medical Arts Lab	Sheriff-Jail Facility	2,674.00
Medicap Pharmacy	County Health Nurse	287.79
Menards Fleet	Fleet Department	71.95
Menards Landfill	Various Departments	564.73
Menards Maintenance	Various Departments	1,127.58
Menards Museum	Rockpile Museum - Gen Admin	12.99
Menards Park Rec	Various Departments	1,319.27
Menards Road Bridge	Road & Bridge	24.22
Menards Sheriff	Various Departments	587.75
Merck Sharp Dohme	County Health Nurse	307.29
Midland Implement Co	Various Departments	778.46
Midwest Pest Manag	Maintenance/Custodial	135.00
Midwest Tapes	CCPL-Main Branch	773.92
Mill Street Entert	Fair-General Admin	1,250.00
Miller Welding	Road & Bridge	8,550.00
Miners News	Northeast Wyoming Regional	191.25
Montgomery Tech	1% Optional Sales Tax Fund	37,650.00
Monument Health	County Coroner	461.00
Morgan, Tobey J.	County Sheriff	200.00

Morris, Tailor A	Extension Dept -EFNEP	54.70
Motorola Solut Maint	Commissioner's-Gen Cnty Costs	3,689.56
MSR West	Children's Dev Svc-Spec Ed	103.50
Music Service Center	Rockpile Museum - Gen Admin	24.00
Nannemann Bros Auto	P & R-Parks	1,911.66
Naramore, James J Md	Sheriff-Jail Facility	1,000.00
National Tactical	County Sheriff	450.00
Natural Solutions	Publ Work Capital Construction	5,200.00
Nelson Auto Glass	Road & Bridge	599.88
News Letter Journal	CCPL-Main Branch	65.00
News Record	Various Departments	5,426.37
Norchem Drug Test	Various Departments	3,344.75
Norco	Various Departments	19,631.36
North Star Lighting	Fleet Sales Tax Funds	5,400.00
Northern Tool Equip	Road & Bridge	126.62
Oa Promotions	Fair-General Admin	6,250.00
OAG Flightview	Northeast Wyoming Regional	524.66
Office Depot	Various Departments	6,194.72
Office Shop	Various Departments	424.37
Oilfield Machine	P & R-Parks	225.00
Optum	Human Resources	1,036.75
OReilly Auto Parts	County Sheriff	375.26
Oriental Trading Co	Various Departments	484.10
Original Watermen	P & R-City Pool	125.48
Overdrive	Various Departments	4,545.72
Oxygen	CCPL-Main Branch	23.00
Paintbrush Services	Various Departments	1,282.86
Papa Johns Pizza	Various Departments	207.45
PB Airport	Northeast Wyoming Regional	80.74
PB Dist Court	District Court	178.48
PCA Engineering	1% Optional Sales Tax Fund	142.50
Penny Newman Grain	Publ Work Capital Construction	21,477.60
Personal Frontiers	Various Departments	9,644.28
Peterbilt of Wyoming	Road & Bridge	38.76
PFM Asset Management	Commissioner's-Gen Cnty Costs	9,784.21
PharmChem	Sheriff-24/7	1,513.15
Pineview IS District	1% Optional Sales Tax Fund	5,132.66
Plains Tire	County Sheriff	144.52
Playaway Library	CCPL-Main Branch	845.83
PMCH	Payments In Lieu of Taxes Fund	16,457.53
Postge Phone Dist	District Court	5,500.00
Powder River Ener Utl	Various Departments	21,718.31
Powder River Exam	Northeast Wyoming Regional	120.00
Powder River Heating	Maintenance/Custodial	9,180.96
Powder River Worksafe	Human Resources	220.00
Pro Ed	Children's Dev Svc-Spec Ed	94.30

Pro Plus Construction	Maintenance/Custodial	85.00
Purvis Industries	Various Departments	348.12
Push Pedal Pull	P & R-Recreational Division	334.97
Qdoba Mexican Grill	Commissioner's Executive	237.50
Quick Lube One	Various Departments	305.46
R R Products	P & R-Bell Nob Golf Course	910.49
Rain Locker Car Wash	Various Departments	124.40
Raisley Painting	Publ Work Capital Construction	26,600.00
Ram Computer Supply	Children's Dev Svc-Spec Ed	136.94
Ramkota Hotel Casper	Various Departments	512.00
Razor City Bulldogs	1% Optional Sales Tax Fund	1,500.00
Razor City Rental	Various Departments	37.48
Reardon, Daniel G.	Commissioner's Executive	375.68
Record Supply	Various Departments	4,308.10
Recreation Supply	P & R-Wright Center	1,120.00
Reeves, Cara M.	Rockpile Museum - Gen Admin	34.25
Respond First Aid	Various Departments	146.84
Retractable Tech	Commissioner's-Grants	10,584.00
Reynolds, Mandy M.	Extension Dept-Horticulture	77.48
Ricardos Cleaning	Maintenance/Custodial	600.00
Robinson, Celeste Renee	Extension Dept-Home Economist	45.06
Rockpile Museum Assn	Rockpile Museum - Gen Admin	200.00
Rocky Mtn Business	Various Departments	2,750.10
Rocky Mtn Fire Sys	Maintenance/Custodial	1,584.00
Safariland	County Sheriff	990.00
Sage Dynamics	County Sheriff	600.00
Salvation Army Gill	1% Optional Sales Tax Fund	2,130.40
Sanofi Pasteur	County Health Nurse	807.77
Schurtz, Jessica R.	County Health Nurse	71.12
Second Chance Minist	1% Optional Sales Tax Fund	672.05
SecurityMetrics	Information Technology Service	7,750.00
Sentinel Offender	Various Departments	304.65
Servall Uniform	Road & Bridge	764.37
SGI	Sheriff-Jail Facility	2,715.04
Shell, Denica L.	Library-General Administration	75.00
Sheridan Ice	P & R-Ice Skating	480.00
Sherwin Williams	Various Departments	144.87
Shoshone Distribut	Rockpile Museum - Gen Admin	424.32
Sign Boss	Various Departments	1,546.17
Simpsons Printing	Various Departments	915.00
Sir Speedy	County Health Officer	72.08
Sirchie Fingerprint	County Sheriff	27.95
Sitech Wyoming	Landfill	532.14
Skaggs Companies	Various Departments	1,090.99
Smart Start	Adult Drug Court	96.00
Smith Psychological Services	Sheriff-Jail Facility	1,200.00

Snap On Tools K J	Road & Bridge	74.50
Snow Crest Chemicals	Maintenance/Custodial	90.00
Source Office Tech	Various Departments	5,642.05
Southland Medical	County Coroner	463.00
Sowada, Felix	State & Fed Mandated Costs	550.00
Special Electronics	Fair-General Admin	3,516.97
Spencer Fluid Power	Various Departments	3,602.61
Steam Sauna	Maintenance/Custodial	742.80
Stericycle	County Health Nurse	330.00
Stotz Equipment	P & R-Bell Nob Golf Course	573.46
Structural Dynamics	1% Optional Sales Tax Fund	10,498.00
Stulken Law	State & Fed Mandated Costs	37.50
Summit Companies	Sheriff-Jail Facility	290.00
Summit Food Services	Sheriff-Jail Facility	40,838.31
Summit Mast Services	Emergency Management	2,844.89
Sundance Times	Northeast Wyoming Regional	325.00
Sunshine Custom Pain	Human Resources	1,000.00
Superior Seamless Gutters	Maintenance/Custodial	975.00
Surf N Suds	County Health Nurse	21.60
Sylvestri Custom	Prevention Management Org	11,900.00
Sysco Food Services	Children's Dev Svc-Preschool	5,604.67
Technical Explicat	Information Technology Service	3,562.50
Temperature Tech	Maintenance/Custodial	1,774.00
The Grease Barrel	County Sheriff	65.00
The Range	P & R-Gen Adm	80.37
Thomson Reuters West	County Attorney	760.78
Thraillkill, Sarah M.	Children's Dev Svc-Spec Ed	299.99
Three D Specialties	Road & Bridge	2,234.04
Thyssenkrupp Elevat	Maintenance/Custodial	491.48
Titan Machinery	Various Departments	1,957.43
Titan Solutions	P & R-Bell Nob Golf Course	306.48
Top Quality Glove	Sheriff-Jail Facility	2,205.00
Tower Communication	Fleet Sales Tax Funds	75.00
Tru Tech Products	Various Departments	121.90
True Colors	Human Resources	4,520.21
Two Guys Deco	Sheriff-Jail Facility	375.98
Tyler Tech	Payments In Lieu of Taxes Fund	27,900.00
Unique Management	Library-General Administration	196.90
United Parcel Serv	County Sheriff	78.19
United Rentals	Road & Bridge	52.21
Universal Athletic	Various Departments	824.88
Urbin Law Office	State & Fed Mandated Costs	6,072.25
Verizon Adlt Drg Crt	Adult Drug Court	100.04
Verizon Emergcy Mgmt	Emergency Management	38.52
Verizon Juv Prob	Various Departments	250.10
Verizon Public Hlth	County Health Nurse	252.13

Verizon Public Works	Various Departments	581.23
Verizon Sheriff	County Sheriff	4,679.52
Veto Enterprises	Fleet Sales Tax Funds	11,393.12
Vigil, Michelle	Extension Dept - Community Dev	180.00
Violet Communications	Commissioner's-Grants	16,666.00
Visionary Broadband	Various Departments	6,866.34
Visitation Advocacy	1% Optional Sales Tax Fund	2,717.12
Vista Leasing	Various Departments	3,097.80
Vital Records Cont	County Attorney	546.00
Walmart Children Dev	Various Departments	842.42
Walmart Clerk	County Clerk	52.54
Walmart Extension	Various Departments	1,217.23
Walmart Juvenile Fam	Juvenile Drug Court Grants	190.64
Walmart Library	Various Departments	785.15
Walmart Park Rec	P & R-Recreational Division	923.99
Walmart Public Hlth	Various Departments	60.12
Walmart Sheriff	Various Departments	173.01
Warne Chem Equip	Various Departments	289.51
Waste Connections	Various Departments	2,923.26
Water Guy	Various Departments	1,512.25
Wesco Distribution	Maintenance/Custodial	3,492.00
Western Stationers	Various Departments	801.63
Western Waste Sol	Various Departments	920.92
Weston Co Gazette	Northeast Wyoming Regional	45.50
Westwood Pharmacy	Sheriff-Jail Facility	2,445.34
WEX	Fleet Department	148.09
Whites Energy Motors	Various Departments	60,921.64
Whites Frontier Mtrs	Road & Bridge	65.37
Wilbur Ellis Company	P & R-Bell Nob Golf Course	6,010.00
Wright Child Care	Children's Dev Svc-Spec Ed	810.00
Wright Community	1% Optional Sales Tax Fund	1,000.00
Wright Water Sewer	Various Departments	527.05
WY Dept Health Prev	Sheriff-Jail Facility	406.00
WY Enterprise Tech	County Treasurer	26.34
WY Family Serv Gil	Children's Dev Svc-Preschool	25.00
WY Retirement Life	Ell County General Fund	544.00
WY Retirement System	Ell County General Fund	421,030.68
WY State Library	Library-General Administration	171.00
WY Workforce Unempl	Clerk-General County Costs	19,482.11
Wyoming Legal Group	State & Fed Mandated Costs	926.35
Wyoming Machinery	Various Departments	11,310.90
Wyoming Rents	Various Departments	1,898.00
Wyoming Water Sol	Various Departments	8,537.39
Y Environmental	FAA Cares Act	5,263.87
Y Tex	Fair-General Admin	770.22
Youth Emergency Serv	Various Departments	44,807.46

Zip Printing
Zoho Corporation

County Sheriff
Capital Outlay-ITS

585.00
5,755.20

The following are the claims for Part-Time Employees summarized by department for May 2021: Clerk, 2,693.53; Treasurer, 1,863.75; Sheriff, 12,503.11; Public Works, 1,098.75; Coroner, 2,000.00; Extension, 3,829.38; District Clerk of Court, 924.08; Public Works-Landfill, 1,937.75; Museum, 477.00; Public Health, 3,802.26; Public Works-Custodians, 4,200.00; Children's Center, 23,712.57; Library, 75,491.50; Fair, 2,114.50; Parks & Recreation, 108,038.68.

There was no public comment given.

Commissioner Reardon moved to approve the Memorandum of Understanding between Wyoming Department of Revenue, Campbell County and Campbell County Assessor which establishes the duties and responsibilities of the parties for the use of the Computer Assisted Mass Appraisal (CAMA) System, as presented. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Commissioner Faber moved to approve the amendment to the agreement between Tyler Technologies and Campbell County removing unused services in the amount of \$39,900 for data conversion costs and add \$350,400 for additional training services, as presented. Commissioner Shelstad seconded the motion. All Voted – Aye. Carried.

Commissioner Reardon moved to approve the Assignment and Assumption of Lease between Chuck and Laurie Davis as the assignor, Mick Sams, as the assignee, Campbell County and Campbell County Joint Powers Fire Board for the Elk Creek Radio Tower Lease, as presented. Commissioner Shelstad seconded the motion. All Voted – Aye. Carried.

Commissioner Shelstad moved to approve the Contract between the Wyoming Department of Health, Public Health Division and Campbell County for the Public Health Response Coordinator in the amount of \$109,000 for the period July 1, 2021 to June 30, 2022, as presented. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Commissioner Faber moved to approve the NAVAIDS Grant Application for maintenance of the non-federal NAVAIDS at the Northeast Wyoming Regional Airport in the amount of \$24,248.30, as presented. Commissioner Shelstad seconded the motion. All Voted – Aye. Carried.

Commissioner Reardon moved to approve the Marking and Promotions Grant Application for the marketing campaign at the Northeast Wyoming Regional Airport in the amount of \$80,000 with a local match of \$40,000, as presented. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Commissioner Faber moved approve the Airport Coronavirus Relief Grant Program (ACRGP) Concessions Relief Addendum to provide relief from rent and minimum annual guarantees to eligible Concessions as defined in the agreement at the Northeast Wyoming Regional Airport in

the amount of \$6,317, as presented. Commissioner Shelstad seconded the motion. All Voted – Aye. Carried.

Commissioner Reardon moved to approve the Airport Coronavirus Response Grant Program (ACRGP) Agreement for expenses related to the coronavirus at the Northeast Wyoming Regional Airport in the amount of \$1,010,021, as presented. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Commissioner Shelstad moved to approve the contract between the State of Wyoming Department of Health, Behavioral Health Division and the Board of Campbell County Commissioners for the Campbell County Adult Treatment Courts to provide Court Supervised Treatment (CST) program services in the amount of \$250,603.86 with a local match of \$156,547 for the period July 1, 2021 to June 30, 2022, as presented. Commissioner Reardon seconded the motion. All Voted – Aye. Carried.

Commissioner Faber moved to approve the Service Provider Agreement between Step Stone Counseling, LLC and Campbell County to provide adult substance abuse treatment for the Adult Treatment Courts for the period July 1, 2021 to June 30, 2023, as presented. Commissioner Shelstad seconded the motion. All Voted – Aye. Carried.

Commissioner Shelstad moved to approve the Service Provider Agreement between Youth Emergency Services, Inc. and Campbell County to provide adolescent substance abuse treatment for the Juvenile & Family Drug Court in the amount not to exceed \$35,000 for the period July 1, 2021 to June 30, 2022, as presented. Commissioner Reardon seconded the motion. All Voted – Aye. Carried.

Commissioner Faber moved to approve the Service Provider Agreement between Step Stone Counseling, LLC and Campbell County to provide adult substance abuse treatment for the Juvenile & Family Drug Court in the amount not to exceed \$35,265.95 for the period July 1, 2021 to June 30, 2022, as presented. Commissioner Reardon seconded the motion. All Voted – Aye. Carried.

Commissioner Faber moved to approve the Service Provider Agreement between Counseling Connections, LLC and Campbell County to provide individual and family therapy and mental health needs assessments for the Juvenile and Family Drug Court in the amount not to exceed \$50,545.53 for the period July 1, 2021 to June 30, 2022, as presented. Commissioner Shelstad seconded the motion. All Voted – Aye. Carried.

Commissioner Reardon moved to approve Resolution Number 2082 for the appointment of Joseph Baron, Crook County Attorney, in and for Crook County, or other designee of the Crook County Attorney's Office, to represent Campbell County and to make, in their sole discretion, a proper disposition of all potential matters involving case #CT-2021-1228, in which the Campbell County Attorney's Office has a conflict of interest. Commissioner Shelstad seconded the motion. All Voted – Aye. Carried.

Commissioner Shelstad moved to approve the Retail Sales Agreement between AVI Systems, Inc. and Campbell County to upgrade the audio conference system in the Commissioners Chambers in the amount of \$3,204, as presented. Commissioner Faber seconded the motion. All Voted – Aye. Carried.

Commissioner Reardon moved to approve the Research Agreement between the University of Wyoming and Campbell County to research the process for the recovery of rare earth elements and critical metals from the Powder River Basin in Wyoming, in the amount of \$187,500 for the period December 2, 2020 to December 1, 2023, as presented. Commissioner Shelstad seconded the motion. Chairman Maul-Aye, Commissioner Shelstad-Aye, Commissioner Faber-Nay, Commissioner Reardon -Aye. Carried.

Commissioner Faber moved to approve the summary of the Proposed FY2021-2022 Budget for publication as presented and schedule a public hearing on June 14, 2021, at 6:00 PM, as required by W.S. 16-4-109. Commissioner Reardon seconded the motion. All Voted – Aye. Carried.

Commissioner Shelstad moved to convene into executive session to discuss personnel. Commissioner Reardon seconded the motion. All Voted – Aye. Carried.

Chairman Maul left the meeting at 10:40 AM.

The Commissioners reconvened into the regular meeting at 11:00 AM.

There being no further business to come before the Commissioners the meeting was adjourned at 11:00 AM. The next regular meeting of the Commissioners will be held Tuesday, June 15, 2021, at 9:00 AM in the Commissioners Chambers in the Courthouse.

Susan F. Saunders, County Clerk
Board of County Commissioners

Bob Maul, Chairman
Board of County Commissioners

In accordance with W.S. 18-3-516(f) the required County Notices of Publication are available on the County's Website at: www.ccgov.net

CLERK OF DISTRICT COURT
MONTHLY STATEMENT
MAY 2021

Approved by the Board of County
Commissioners this..... day of
.....A.D. 20.....
.....
.....
.....
.....
.....

The State of Wyoming } ss.
County of Campbell }

This instrument was filed
on the____ day of____
20____,

County Clerk

By_____
Deputy

MONTHLY STATEMENT

Statement of the Earnings or Collections of Cheryl Chitwood as Clerk of District Court within and for the County of Campbell, State of Wyoming, for the month ending May, 2021, and reported to the Board of District Court within and for the County of Campbell, State of Wyoming, Cheyenne, WY.

CLERK, DISTRICT COURT,

Civil Fees	4-040-0000	\$	6,480.00
Probate Fees	4-041-0000	\$	125.00
Fines	5-001-0000	\$	12,086.78
Jury Fees	4-044-0000	\$	1,250.00
Miscellaneous Fees	4-043-0000	\$	3,347.01

Total Earnings

\$ 23,288.79

STATE OF WYOMING)

) ss

County of Campbell)

I hereby certify that the above is a true and correct statement of the earnings of my office, or of moneys collected by me as such officer during the month above mentioned, and that the same has been by me paid into the County Treasury.

WITNESS my hand and seal this 3rd day of June, 2021.


Cheryl Chitwood, Clerk

COUNTY CLERK
MONTHLY REPORT
MAY 2021



Approved by the Board of County
Commissioners this..... day of
.....A.D. 20.....
.....
.....
.....
.....
.....

The State of Wyoming } ss.
County of Campbell }

This instrument was filed
on the____day of____
20____.

County Clerk

By_____
Deputy

COUNTY CLERK'S MONTHLY STATEMENT

Statement of the collections of Susan F. Saunders as Campbell County Clerk within and for the County of Campbell, State of Wyoming, for the month ending May 20 21 and filed with the County Clerk for presentation to the Board of County Commissioners of said County as required by Wyoming Statute 18-3-814.

45560-Recording Fees	<u>\$32,944.00</u>
45610-Marriage Licenses.....	<u>\$840.00</u>
45570-Chattel Mortgages.....	<u>\$10,636.00</u>
45580-Certificates of Titles.....	<u>\$27,150.00</u>
45560-Misc Receipts Vault	<u>\$850.50</u>
45620-Misc Receipts Front	<u>\$40.50</u>
45600-VINS.....	<u>\$4,570.00</u>
IDOC Market...Autodeposited in FNBClerk...	<u>\$3,219.00</u> ////1.4696.1
TOTAL	<u>\$80,250.00</u>

Info for Treasurer's Office

WY Titles	<u>1,810</u>	@ \$15.00 =	<u>\$27,150.00</u>
SO Vins	<u>198</u>	@ \$10.00 =	<u>\$1,980.00</u>
PD Vins	<u>232</u>	@ \$10.00 =	<u>\$2,320.00</u>
GF Vins	<u>26</u>	@ \$10.00 =	<u>\$260.00</u>
HP Vins	<u>1</u>	@ \$10.00 =	<u>\$10.00</u>
WC Vins		@ \$10.00 =	

STATE OF WYOMING)
)ss.
COUNTY OF CAMPBELL)

I hereby certify that the above is a true and correct statement of the monies collected by me as such officer during the month above mentioned, and that the same has been paid into the County Treasury.

WITNESS my hand and seal the 1st day of June, 2021

Susan F. Saunders, Campbell County Clerk

BY: A. Daem, Deputy

SHERIFF'S OFFICE
MONTHLY STATEMENT
MAY 2021

Approved by the Board of County
Commissioners this..... day of
.....A.D. 20.....
.....
.....
.....
.....
.....

The State of Wyoming } ss.
County of Campbell

This instrument was filed
on the ____ day of ____
20 ____.

County Clerk

Bv _____

Deputy

MONTHLY SHERIFF'S STATEMENT

Statement of the collections of **Scott Matheny** as Sheriff within and for the County of Campbell, State of Wyoming, for the month ending **May 2021** and filed with the County Clerk for presentation of the Board of County Commissioners of said County as required by Wyoming State Statute 18-3-814.

COUNTY SHERIFF

Service Fees	\$5,800.00
Fingerprint Fees	\$370.00
Background Fees	\$98.00
Sex Offender Registration Fees	\$460.00
Concealed Firearms Permit Fees	\$640.00
Copy Fees	\$87.50
Notary	\$8.00
Sheriff Sales/Certificates	\$127.50
Executions	\$0.00
Salvage Vehicle Sales	\$0.00
Towing Fees	\$132.00
Foreclosure Sales	\$434,290.68
Misc. Refund	\$0.00
General Fund	\$0.00
E911	\$50,000.00
Town of Wright Reimbursement	\$0.00
Town of Wright 911	\$0.00
Campbell County Fire Department 911.....	\$15,000.00
Campbell County Health 911	\$0.00
WASCOP Grant	\$0.00
Campbell County School District SRO.....	\$0.00
Sheriff - 1% School Security	\$0.00
SRO For 1-3 Qtrs. 19/20.....	\$444,214.24
Sheriff's Account Interest (May21-Dec. 21)	\$0.00
	<u>\$951,227.92</u>

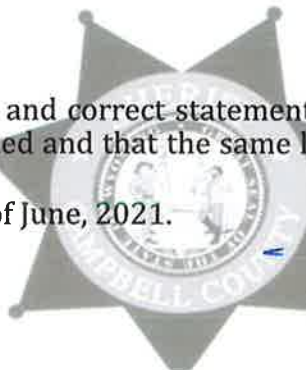
STATE OF WYOMING

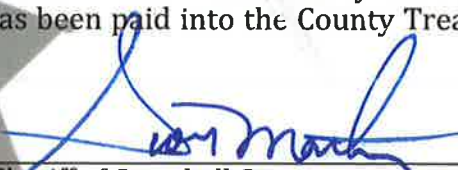
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COUNTY OF CAMPBELL

I hereby certify that the above is a true and correct statement of the monies collected by me as such officer during the month above mentioned and that the same has been paid into the County Treasury, the appropriate court or entity.

WITNESS my hand and seal this 1st day of June, 2021.




Sheriff of Campbell County

FISCAL YEAR 2020-2021

May 31, 2021

FIB	353153976	56,829.77
FNB	007-8	15,444,256.20
ACH	308-5	2,349.33
FNB CCSD	086-8	1,501,610.33
FNB Flex	568-1	21,479.88
FNB Health Benefits	315-8	1,858,996.50
FNB Special Escrow	74-4	16,890,221.64
FNB Airport PFC Account	133-3	216,771.03
FNB Library Credit Card Fees	862-1	329.09
FNB Museum Credit Card Fees	11092301	501.51
FNB North Landfill Credit Card Fees	864-8	8,523.90
FNB Narcotics Federal Forfeitures	107-4	0.00
FNB Recreation Credit Card Fees	139-2	16,802.91
FNB State Drug Forfeiture Funds	132-5	21,885.70
FNB Taxes Paid in Protest	2075305	0.00
FNB-CDSCC-Region 13 Preschool Service	24-8	227,123.86
FNB-CDSCC-Early Head Start	91-4	85.07
NSF Checks		3,734.72
Long & Short-Treasurer		2,100.00
Clerk-Dist Crt-Sheriff-Engineer-Landfill-Public Health-Parks & Rec		8,639.50
Cash & Currency		6,150.00
TOTAL CASH ACCOUNTS	36,288,390.94	
TOTAL TDOA'S	303,216,590.45	
Premium & Discounts		22,538.91
WGIF-Building Maintenance		39,952,651.29
WGIF-Campus Maintenance		4,150,580.85
WGIF-Campus Maintenance Tec		2,604,198.73
WGIF-Capital Replacement Reserve		95,188,695.75
WGIF-Fleet Management		6,729,731.43
WGIF-Fleet Mgmt-PLB -City		12,405.45
WGIF-Gillette College Activity & Education Center		0.00
WGIF-Gillette College Rodeo		0.00
WGIF-Jt Powers Rec Maint Fund		8,932,798.11
WGIF-Road Equipment		3,035,115.95
WGIF-1% Road Machinery Repl		500,313.54
WGIF-Short Term Future Cap Const		15,333,607.19
WYOSTAR-1% Municipalities		356,691.52
WYOSTAR-1% Optional		7,300,851.06
WYOSTAR-Cap Fac Excess		11,852.75
WYOSTAR-CCSD Dist Fund		36,080,079.14
WYOSTAR-Enhanced 911		148,430.31
WYOSTAR-Fleet Management		0.00
WYOSTAR-General		66,456,236.98
WYOSTAR-General Held Revenues		0.00
WYOSTAR-Health Benefits		3,333,868.41
WYOSTAR-PILT		2,986,702.75
WYOSTAR-Pronghorn Center Main Reserve		1,327,039.75
WYOSTAR-SCFM		5,079,878.82
WYOSTAR-Town of Wright Rec Maintenance		1,667,084.05
WYOSTAR-Wyoming Lottery/Off Track Betting		2,027,776.62
TOTAL		339,527,520.30

176,440,098.29

124,748,715.54

Approved by the Board of County
Commissioners this _____
day of _____, 2021.

THE STATE OF WYOMING

ss.

County of Campbell

I, Rachael Knust, being first duly sworn according to law, on my oath do depose and say that I am County Treasurer within and for the County of Campbell in the State aforesaid; that the within and foregoing represents a true and correct Trial Balance of my records at the close of business June 8, 2021, 2021; that my statement of Cash is just, true and correct, so help me God.

Crystal Conley
County Treasurer

Subscribed and sworn to be before this 8th day of June, 2021.

Brenda Anderson
County Clerk

5/31/2021	
Airport	278.35
American Road	0.00
Antelope Valley	0.00
Bennor Estates	26,047.53
BOCHES	594,291.74
Bond Disclosure	4,500.00
Box N Ranch Rd	2,730.00
Brunsen	2,401.33
Buckskin	960.00
Car Company Tax	0.00
Cash Reserve	15,000,000.00
Cemetery	982,031.11
Central Campbell County	41,910.71
Certificates of Purchase	(0.00)
City of Gillette	663,366.60
Collins Heights	0.00
Cottonwood I&S	2,100.00
County Sales Tax	111.37
Country Living Acres	900.00
Countryside I&S	1,610.60
Crestview I & S	0.00
Donkey Creek	3,027.07
Eight Mile I&S	18,205.01
Fair	141.94
Fire	0.00
Foundation	14,262,993.77
Fox Park	1,360.00
Fox Ridge	6,500.00
Freedom Hills	35,543.85
General County	44,179,588.26
Graceland	9,570.00
Green Valley Estates	90.00
Health Benefits Trust	5,190,804.91
Heritage Village	10,703.43
High Country Estates	2,149.10
Highway VIN Fees	0.00
Hospital	3,565,747.74
Hospital Bond	40.43
Hospital Bond Interest	5.02
Interstate Industrial	0.00
Investments-1% Muni Jt Powers	356,513.67
Investments-1% Optional	7,800,851.06
Investments-Building Maintenance	39,952,651.29
Investments-Campus Maintenance	4,150,580.85
Investments-Campus Tech Center- Fund 004/027	2,604,198.73
Investments-Cap Fac Excess	11,852.75
Investments-Capital Replace Reserve	95,188,695.75
Investments-Enhanced 911 Fees	238,507.36
Investments-Fleet Management	10,277,566.37
Investments-Gillette College	0.00
Investments-Jt Powers Rec Maintenance - Fund 028	8,932,798.11
Investments-PILT	2,985,502.75
Investments-Pronghorn Center Main Reserve	1,327,039.75
Investments-SCFM County Road Funds	5,120,029.11
Investments-Short Term Future Capital Construction-Fund 690	15,333,607.19
Investments-Town of Wright Rec Maintenance-Fund 695	1,667,084.05
Investments-Wyoming Lottery/Off Track Betting	2,027,776.62
Library	1,111.59
Lodging Tax	0.00
Los Caballos	4,050.00
McKenny	1,517.94
Meadow Springs I&S	4,252.85
Means	0.00
Means, Carter, N Hannum	6,400.00
Moon Ridge	5,438.15
Motor Vehicle County Fees	(0.00)
Motor Vehicle State Fees	113,764.41
Motor Vehicle Non Apportioned Fees	0.00
Motor Vehicle Temp Sticker/paper Fee	0.00
Mobile Machinery County Fees	0.00
Mobile Machinery Pro-Rate	0.10
Motor Vehicle Pro-Rate	(0.10)
Motor Vehicle In Transit Permit	40.00
Motor Vehicle Temp Worker Decals	0.00
Museum	138.25
North Rangeland	2,640.00
Organ Donor Donations	20.00
Oriva Hills	22,241.87
Overbrook I&S	11,546.13
Peoples	6,495.13
Pineview	7,233.09
Pinnacle Heights	600.00
Prairieview	76,260.38
Predatory	0.00
Premium & Discounts	22,538.91
Rafter D	600.00
Recreation	1,078.44
Rock Road I&S	2,687.50
Rocky Point	5,129.54
Rustic Hills	6,185.79
Sales & Use Tax	803,241.15
School--1 Mill Optional	0.00

School--6 Mill County Wide	7,131,542.53
School--25 Mill Special School	29,714,767.66
School--BOCES	0.00
School--Cap Main	0.00
School--General School	75,267.60
School--Rec Mill	1,188,591.33
School Bond Redemption	0.00
School Bond Redemption Interest	0.00
Small Buttes	2,428.89
South Douglas Hwy	106,145.34
Southern Industrial	0.00
Southfork Estates	5,100.00
Southside	0.00
Special Escrow	16,885,721.64
Stonegate Estates	23,264.12
Sundog	2,670.00
Taxes-Transportable Homes	0.00
Taxes-2020	0.00
Taxes-Interest 2020	0.00
Taxes-2019	0.00
Taxes-Interest 2019	(0.00)
Taxes-2018	0.00
Taxes-Interest 2018	0.00
Taxes-2017	(0.00)
Taxes-Interest 2017	(0.00)
Taxes-2016	0.00
Taxes-Interest 2016	0.00
Taxes-2015	(0.00)
Taxes-Interest 2015	0.00
Taxes-2014	0.00
Taxes-Interest 2014	0.00
Taxes-2013	0.00
Taxes-Interest 2013	0.00
Taxes-2012	0.00
Taxes-Interest 2012	0.00
Taxes-2011	0.00
Taxes-Interest 2011	0.00
Taxes-2010	0.00
Taxes-Interest 2010	0.00
Taxes-2009	0.00
Taxes-Interest 2009	0.00
Taxes-2008	0.00
Taxes-Interest 2008	0.00
Taxes-2007	0.00
Taxes-Interest 2007	0.00
Taxes-2006	0.00
Taxes-Interest 2006	0.00
Taxes-2005	0.00
Taxes-Interest 2005	0.00
Taxes-2004	0.00
Taxes-Interest 2004	0.00
Taxes-2003	0.00
Taxes-Interest 2003	0.00
Taxes-2002	0.00
Taxes-Interest 2002	0.00
Taxes-2001	0.00
Taxes-Interest 2001	0.00
Taxes-2000	0.00
Taxes-Interest 2000	0.00
Taxes-1999	0.00
Taxes-Interest 1999	0.00
Taxes-1998	0.00
Taxes-Interest 1998	0.00
Taxes-1997	0.00
Taxes-Interest 1997	0.00
Taxes-1996	0.00
Taxes-Interest 1996	0.00
Taxes-1995	0.00
Taxes-Interest 1995	0.00
Taxes-1994	0.00
Taxes-Interest 1994	0.00
Taxes-1993	0.00
Taxes-Interest 1993	0.00
Taxes-1992	0.00
Taxes-Interest 1992	0.00
Taxes-1991	0.00
Taxes-Interest 1991	0.00
Taxes-1990	0.00
Taxes-Interest 1990	0.00
Taxes Paid In Protest	105,073.49
Town of Wright	19,464.98
Veterans Exemptions	0.00
Watercraft VIN Fees	0.00
Weed & Pest	540,279.24
Wessex Impr & Service	1,125.00
Wild Horse Creek I&S	7,800.00
Wildlife Conservation Donation	39.99
Wright Water & Sewer	28,062.09
	339,527,520.30
	339,527,520.30
	339,527,520.30
	0.00

SUMMARY

COUNTY TREASURER
of
Campbell County

5/31/2021

THE STATE OF WYOMING

ss.

County of Campbell

I, Rachael Knust, being first duly sworn according to law, on my oath do depose and say that I am County Treasurer within and for the County of Campbell in the State aforesaid; that the within and foregoing represents a true and correct Summary of all my Receipts and Disbursements by me as such Treasurer, during the time herein designated, so help me God.

Crystal Carley
County Treasurer

Subscribed and sworn to before me this 8th day of June, A.D. 2021.

Kendra Anderson
County Clerk

Filed in the office of the County Clerk

, A.D. 2021

County Clerk.

Approved by the Board of County
Commissioners this _ day of _ , A.D. 2021

PAYROLL PAYMENT

FOR THE PAY PERIOD (s) ENDING

May 29, 2021

May 31, 2021

_____, _____

We do hereby approve the County Payroll as presented this 15th day of June, 2021

Member

Member

Member

Member

Chairman

CAMPBELL COUNTY
Request for Change of 1% Purchase

Agency Requesting Change: Campbell County Parks and Recreation

Description of Original Purchase Item: Additional Youth Sports. This money is used for equipment for new youth sports groups.

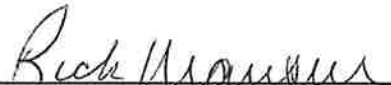
Description of New Purchase Item: Two Daktronics MX-1 Kit Plus Receivers to control scoreboards wireless. The total cost is \$3,430.00

Account Number: 020.7355.72

Reason for Change: Two wireless receivers will be purchased for Sampson and Goatroper Softball Fields Scoreboards.

Do you intend to purchase the original capital item later this fiscal year? Yes___ No X

If yes, how do you plan to fund the purchase? _____


Signature of Department Head

6/8/21
Date

Approved _____ Disapproved _____

County Commissioner

Date

Reason for Disapproval _____

ROUTING:

Originating Department: Complete and submit to Commissioners

Commissioners Office: Review and return to original to requesting Department; Copy to Budget Officer; Copy to File



June 2nd, 2021

To whom it may concern,

This is a letter of support for the upgrade of the scoreboard controllers at Bicentennial Park from Gillette Girls Fastpitch which is the governing body for the Gillette Bluejays.

It was brought to our organization's attention while attending Wicked307's Wicked Winter Blast that the Campbell County Parks and Recreation Department had upgraded the scoreboard controllers on Fields 1, 2, and 3. By doing this we did not have to search out controllers; patrons could connect their phones to the field to run the scoreboard through the Daktronics app. This made the managing of the individual scoreboards much easier as the app is very intuitive and we did not have to train anyone to use the controller; they just downloaded the app and were off and running.

Our organization and myself personally would love to see these upgrades happen on Goat Roper, Sampson, and Field 4. By doing so we eliminate the cost of broken or lost remotes, and this will greatly increase the ease of running both tournaments and scrimmages at Bicentennial park. I feel this is a worthwhile expense because you get a tremendous amount of improvement for what I feel is a very cost effective price.

If you have any other questions or would like to discuss this further I would be more than happy to take the time to do so.

Sincerely,

Brandon Cone

GGFA President

307-680-1865

gillettegirlsfastpitch@gmail.com



**OFFICE**

500 South Gillette Avenue
Suite 1100
Gillette, Wyoming 82716
(307) 682-7283
(307) 687-6325 FAX
www.ccgov.net

TO: Board of Commissioners
FROM: Airport *SJS*
DATE: 6/7/21
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
06/07/21	\$16,000	751.6023	Full Time Over Time	751.6022	Full Time

Explanation:

This is due to a vacation pay out.

Director Approval: _____

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TO: Board of Commissioners
FROM: Extension Office
DATE: 05/28/2021
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

Transfer From:			Transfer To:	
Amount	Account #	Account Name	Account #	Account Name
\$180.00	101.6281	Automobile	101.6762	Office Furniture & Equipment
\$55.33	101.6517.2	Staff Development	101.6762	Office Furniture & Equipment
\$180.00	101.6517.4	Travel & Transportation	101.6762	Office Furniture & Equipment
\$250.00	101.6517.5	Meals & Lodging	101.6531	General Supplies
\$459.00	101.6762.3	Repairs & Maintenance Vehicle	101.6092	Advertising
\$31.00	101.6762.3	Repairs & Maintenance Vehicle	102.6349	University of WY

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(307) 687-6325 FAX
www.ccgov.net

TO: Board of Commissioners
FROM: Extension Office
DATE: 05/28/2021
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

			Transfer To:	
Amount	Account #	Account Name	Account #	Account Name
\$317.96	102.6281	Automobile	102.7342	Program Support
\$250.00	102.6282	Airplane/Train & Bus	103.6517.4	Travel & Transportation
\$398.83	102.6283	Meals & Lodging	102.7342	Program Support
\$85.50	102.6281	Automobile	103.6517.4	Travel & Transportation
\$95.50	102.6283	Meals & Lodging	102.7342	Program Support
\$329.50	102.6517.3	Conference & Seminar	102.7342	Program Support

Please Note: Two lines are to request financial transfers from 4-H-102 to 4-H Static-103.

[illegible]

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(307) 682-7283
(307) 687-6325 FAX
www.ccgov.net

TO: Board of Commissioners
FROM: Extension Office
DATE: 05/28/2021
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

Transfer From:			Transfer To:	
Amount	Account #	Account Name	Account #	Account Name
\$277.00	104.6281	Automobile	104.7488	Program Support
\$339.60	104.6282	Airplane, Train, Bus	104.7488	Program Support
\$188.00	104.6517.3	Conference/Seminar Work	104.7488	Program Support
\$835.64	104.6517.5	Meals and Lodging	104.7488	Program Support

Explanation: There was not any conferences available this year. - Mandy Reynolds

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www.ccgov.net

TO: Board of Commissioners
FROM: Extension Office
DATE: 06/03/2021
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

Transfer From:			Transfer To:	
Amount	Account #	Account Name	Account #	Account Name
\$500.00	105.6281	Automobile	105.7488	Program Support
\$100.00	105.6283	Meals & Lodging	105.7488	Program Support
\$500.00	105.6517.5	Meals & Lodging	105.7488	Program Support

Remarks: Due to COVID, there has been little opportunity for travel.

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TO: Board of Commissioners
FROM: C.C. Parks & Recreation
DATE: June 2, 2021
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

Transfer From:			Transfer To:	
Amount	Account #	Account Name	Account #	Account Name
\$5,700.00	7703.6024	Part-Time Regular	7703.6024.314	Receptionist

Justification:

**OFFICE**

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Suite 1100
Gillette, Wyoming 82716
(307) 682-7283
(307) 687-6325 FAX
www.ccgov.net

TO: Board of Commissioners
FROM: C.C. Parks and Recreation
DATE: 6-10-2021
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

Transfer From:			Transfer To:	
Amount	Account #	Account Name	Account #	Account Name
\$100.00	7704.6687	Landscaping Sup.	7704.6777	Building Maintenance
\$200.00	7704.6687	Landscaping Sup.	7704.6755	Painting Supplies

Director Approval: _____

Rich Wambur

**OFFICE**

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(307) 687-6325 FAX
www.ccgov.net

TO: Board of Commissioners
FROM: William Beasom / Public Works
DATE: 6/7/2021
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
7 Jun 21	\$10,000	481.6111	Electric Water Sewer	481.6767	General Equipment

Explanation: Hired new staff that need tools to assist in their trade

Director Approval: _____

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(307) 687-6325 FAX
www.ccgov.net

TO: Board of Commissioners
FROM: Bill Beestrom / Public Works
DATE: 6/9/21
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
7 Jun 21	\$4,000	481.6111	Electric Water Sewer	875.7238	Capital Misc Equipment

Explanation: Hired new staff that need tools to assist in their trade. We need to purchase a HVAC tools Propress and keying machine.

Director Approval: _____

**OFFICE**

500 South Gillette Avenue
Suite 1100
Gillette, Wyoming 82716
(307) 682-7283
(307) 687-6325 FAX
www.ccgov.net

TO: Board of Commissioners
FROM: Clark Melinkovich, Public Works
DATE: 6/9/2021
SUBJECT: Line Item Transfer Request

Please make the following line item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
6/9/2021	\$17,000.00	020.7277.19	Landfill Environmental Compliance	020.7271.37	Video Surveillance – Sherriff Office

Explanation: Additional data connectivity required that was outside the original scope of the project.

Director Approval: _____

2021-036

Position Vacancy Justification

Department:	CAM-PLEX			Date:	5/18/2021
Position Title:	Event Custodian				
Classification Band / Range:	103	Current Salary of Incumbent:	\$14.67		
Salary Range:	Min \$14.67	Mid \$18.33	Max \$22.00		
Justification for Hiring Position:	Filling existing budgeted position due to promotion.				
Promoted Incumbent:					
Position Originated:	1985				
Funding Source for Position:	County: Yes	State: No	Federal: No	Other: Yes	Explain Other: City -- 20%
Status Code:	Full-Time Yes	Part-Time	Number of Annual Hours:		2080
Reason for Vacancy:	Replacement due to Promotion: X		Replacement due to Retirement:		New Position:
Existing Budgeted Position:	Yes				
Benefit Eligible:	Yes				
Department Head Signature & Date	 5/18/21				
Commissioner Approval & Date:					

 6/4/21

2021-043

Position Vacancy Justification

Department:	Children's Developmental Services of Campbell County			Date:	June 9, 2021
Position Title:	Instructional Assistant				
Classification Grade:	103	Current Salary of Incumbent:	\$14.67		
Salary Range:	Min 14.67	Mid 18.33	Max 22.00		
Justification for Hiring Position:	To assist in providing appropriate services to children within the inclusive classroom while closely following National Association for the Education of Young Children (NAEYC) criteria and Developmentally Appropriate Practices (DAP).				
Termed Incumbent:					
Position Originated:	N/A				
Funding Source for Position:	County: No	State: Yes	Federal: No	Other: No	Explain Other:
Status Code:	Full-Time No	Part-Time Yes	Number of Annual Hours:		1300
Reason for Vacancy:	Replacement due to Termination: Yes		Replacement due to Retirement: No		New Position: No
Existing Budgeted Position:	Yes				
Benefit Eligible:	Yes, Pro-rated				
Department Head Signature & Date	 6/9/2021				
Commissioner Approval & Date:					

 6/9/21

2021-042.

POSITION VACANCY JUSTIFICATION

Department:	Parks & Recreation	Date:	June 2, 2021
Position Title: Golf Course Superintendent			
Classification Band:	112	Current Salary:	\$93,100.80
Salary Range: \$68,728.01 - \$85,910.02			
Minimum:	\$68,728.01	Mid-Point:	\$85,910.02
Maximum:	\$103,092.02		
Position Justification: Performs supervisory and administrative duties in directing all phases of maintenance at the golf course to include procedures for mowing, fertilizer application, equipment maintenance, and maintaining a computerized irrigation system with pump stations. Develops, administers, and monitors the golf division budget. Develops tournaments and special events. Selects, trains, and evaluates staff.			
Termed Incumbent: [REDACTED]			
Position Originated: Campbell County			

Funding Source for Position:	County	☒		State	☐	WIC Program
	Federal	☐		Other	☐	(Please explain)
Classification:	Full Time	☒	Part Time	☐	Number of Hours	2080
	Exempt	☒	Non-Exempt	☐		
Reason for Vacancy:	Promotion	☒	New Position	☐		
Existing Budgeted Position:	Yes	☒	No	☐	If No, Please explain:	
Benefit Eligible:	Yes	☒	No	☐	Please explain:	
Department Head Signature:	<i>Rich Mansur</i>					
Commissioner Approval:						

 6/8/21

2021-04/1

POSITION VACANCY JUSTIFICATION

Department:	Public Works / Facilities Maintenance			Date:	06.02.21		
Position Title: Custodian I							
Classification Band:	101			Current Salary:	\$16.46/hr - \$34,236.80		
Salary Range: \$26,647.90 - \$39,971.85							
Minimum:	\$12.81	Mid-Point:	\$16.01	Maximum:	\$19.22		
Position Justification: Employee Voluntary Termination 5.25.21							
Termed incumbent: [REDACTED]							
Position Originated: Budgeted Position for fiscal year 20/21							
Funding Source for Position:	County	YES		State		WIC Program	
	Federal			Other		(Please explain)	
Classification:	Full Time	YES	Part Time		Number of Hours	2080	
	Exempt		Non-Exempt	x			
Reason for Vacancy:	Replacing Termination	x		New Position			
Existing Budgeted Position:	Yes	x	No		If No, Please explain:		
Benefit Eligible:	Yes	x	No		Please explain:		
Department Head Signature:							
Commissioner Approval:							

Routing: Original: HR for review; HR forward to Commissioners' for approval & signature; return to HR; HR file and make copy to send to requesting department.

 6/3/21

CAMPBELL COUNTY SOCIAL MEDIA AND NETWORKING APPROVAL & AGREEMENT FORM

Name: Ronald Smith

Title: Airport Operations Technician II

Employee #: [REDACTED]

Department: Airport

Justification:

Assist with monitoring, maintaining and adding informational content to the airport Facebook page

Authorized to access the following County websites, social media pages, and social networking sites:

Northeast Wyoming Regional Airport Facebook page

I have received the Social Media Use Guideline, and I agree to use the County websites, County-approved social media pages and engage in social networking activities for County business only as appropriate and in compliance with this Guideline. I understand that I must have approval from my Department Director and the Office of the Commissioners to use County websites, social media pages, or engage in social networking on behalf of the County. I also understand I am responsible for all posting made by me on County websites, social media pages, or in the social networking activities including those made in the comments sections. I further understand that this guideline also applies to County-related postings made by me via personal (non-County) websites, social media pages, and social networking activities, and I agree to adhere to the guidelines in this guideline when so doing.

I acknowledge that all content on County websites, County-approved social media pages, or in social networking activities are considered to be County property and will be monitored by a designated official of the County. I understand that employees do not have privacy rights in the use of County websites, social media pages, or in social networking activities, and the postings, data, access to, or distribution of such materials is subject to all applicable laws.

I agree to abide by all procedures as set forth by the Social Media Use Guideline when accessing, posting, or publishing content on County websites, County-approved social media pages, or social networking activities. I acknowledge that any violation of the responsibilities, or guidelines outlined in this policy, or in any future modified policies, can be grounds for disciplinary action, up to and including termination of my employment.

Ronald Smith

Printed Name

(Signature)

(Date)

Approved by Department Director:

(Signature)

(Date)

Public Information Coordinator Recommendation: ☒ Approve

☐ Deny

(Signature)

(Date)

Approved by Commissioners:

(Signature)

(Date)

Route director approved copy to Public Information Coordinator. PIC will route to Commissioners.

The following page(s) contain the backup material for Agenda Item: [9:15 Rescission of Fireworks Resolution 2021](#)

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed.

RESCISSION OF FIREWORKS RESOLUTION 2021

RESOLUTION NO. _____

WHEREAS, the Board of County Commissioners, Campbell County, Wyoming, via Resolution No. 2075 stayed enforcement of the prohibition of the sale and use of fireworks as provided by Resolution of this Board dated July 9, 1985, for the period from and after 12:01 a.m., June 25, 2021, to and until 12:01 a.m., July 6, 2021; and

WHEREAS, the stay was contingent on weather conditions and fire conditions; and

WHEREAS, the fire danger in Campbell County is extreme and that the recommendation of the Campbell County Fire Warden and Chief of the Campbell County Fire Department is to rescind the lifting of the ban on the sale and use of fireworks;

NOW, THEREFORE, BE IT RESOLVED, that the stay of enforcement of the prohibition of the sale and use of fireworks adopted by Resolution No. 2075 on April 6, 2021, is hereby rescinded and the ban on the sale and use of fireworks in Campbell County by resolution adopted July 9, 1985 is in full force and effect. The sale and use of fireworks in Campbell County is strictly prohibited except for the public display to be conducted by the Campbell County Department of Parks & Recreation in celebration of the 4th of July for 2021.

RESOLVED this 15th day of June 2021.

**BOARD OF COUNTY COMMISSIONERS
CAMPBELL COUNTY, WYOMING**

Robert Maul, Chairman

Rusty Bell

D.G. Reardon

Del Shelstad

Colleen Faber

ATTEST: _____
Susan F. Saunders, County Clerk

FIREWORKS RESOLUTION 2021

RESOLUTION NO. 2075

BE IT RESOLVED, by the Board of County Commissioners, Campbell County, Wyoming, that enforcement of the prohibition of the sale and use of fireworks as provided by Resolution of this Board dated July 9, 1985, shall be stayed for the period from and after 12:01 a.m., June 25, 2021, to and until 12:01 a.m., July 6, 2021.

BE IT FURTHER RESOLVED, that the control and regulation of fireworks is to remain contingent upon weather conditions and fire conditions which may require future consideration; and

BE IT FURTHER RESOLVED, that the sale and use of fireworks during the time periods outlined above, shall be limited by the following terms and conditions:

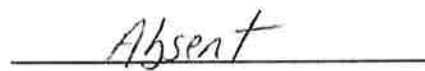
1. No fireworks shall be ignited within 100 feet of a residence.
2. Any fireworks ignited shall be done so that it does not cause a fire.
3. Possession, sale, or use of fireworks, commonly referred to as "pop bottle rockets," is prohibited.
4. All fireworks shall be banned on Public Land Board grounds during the week of June 29th, except for the display presented by Campbell County Parks & Recreation.
5. All Fireworks vendors must register and provide contact information with the Campbell County Fire Department.

BE IT FURTHER RESOLVED, that from and after 12:01 a.m. July 6, 2021, the prohibition prescribed by the Resolution of July 9, 1985, shall be in full force and effect.

RESOLVED this 6th day of April 2021.

**BOARD OF COUNTY COMMISSIONERS
CAMPBELL COUNTY, WYOMING**


Robert Maul, Chairman


Rusty Bell


D.G. Reardon


Del Shelstad


Colleen Faber

ATTEST: 
Susan F. Saunders, County Clerk

The following page(s) contain the backup material for Agenda Item: [9:20 Open Burning Restriction Resolution](#)

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed.

RESOLUTION NO. _____
OPEN BURNING RESTRICTION

WHEREAS, pursuant to W.S. 35-9-301, upon the recommendation of the County Fire Warden, a board of county commissioners may limit use of a given area in the county due to extreme fire danger, and

WHEREAS, the Fire Mobilization Plan, promulgated by the Wyoming State Forestry Division, encourages the restriction of open burning in areas where dry conditions exist;

NOW, THEREFORE, BE IT RESOLVED that the fire danger in Campbell County is extreme and that upon the recommendation of the County Fire Warden, the following restrictions of use be applied to all lands within Campbell County, excluding federal lands;

That a partial closure, discharge of fireworks and all outdoor fires are prohibited in unimproved areas, defined as cropland, agricultural land, and undeveloped land which predominately remains in its natural forested or range condition, except as provided below:

- (i) Trash or refuse fires between the hours of 6:00 p.m. and 8:00 a.m., inside containers provided with spark arrester and located within a cleared area ten feet in radius, are permitted.
- (ii) Charcoal fire within enclosed grills are permitted.
- (iii) Use of acetylene cutting torches or electric arc welders in cleared areas ten feet in radius are permitted.
- (iv) Propane or open fire branding activities in cleared areas ten feet in radius are permitted.
- (v) Use of chainsaws provided that the chainsaws have spark arresters properly installed and functioning.
- (vi) Federal, state and local fire or law enforcement officers participating in fire, emergency and law enforcement activities.
- (vii) Firework display conducted by the Campbell County Department of Parks & Recreation to celebrate the 4th of July.

IT IS FURTHER RESOLVED that this resolution becomes effective immediately and shall remain in effect until such time as it may be amended or rescinded by the Board of County Commissioners.

RESOLVED this 15th day of June, 2021.
BOARD OF COUNTY COMMISSIONERS
CAMPBELL COUNTY, WYOMING

Robert Maul Chairman

Rust Bell, Member

D.G. Reardon, Member

Del Shelstad, Member

ATTEST:

Susan F. Saunders, Clerk

Colleen Faber, Member

The following page(s) contain the backup material for Agenda Item: [9:25 CARES Developmental Addendum for GA Terminal](#)

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed.

**OFFICE**

500 South Gillette Avenue
Suite 1100
Gillette, Wyoming 82716
(307) 682-7283
(307) 687-6325 FAX
www.ccgov.net

Carol J. Seeger, Commissioners
Administrative Director

BOARD OF COMMISSIONERS

Robert Maul, Chairman
Rusty Bell
Colleen Faber
D.G. Reardon
Del Shelstad

MEMORANDUM

TO: Campbell County Commissioners

FROM: Bethany Raab

RE: CARES Development Addendum for GA Terminal

DATE: 06/08/2021

Attached you will find an application form for the CARES Development Addendum for the GA Terminal building. These funds were previously awarded under the CARES Act Airport grant. The Airport is seeking permission to move \$300,000 from the CARES Act grant to be used for the construction of the GA Terminal building. Per grant requirements, they have to seek approval to use the CARES Act funds for construction purposes.

A representative from the Airport will be presenting this contract.

Thank you!

Grant Application Summary Request Form

Please submit this form completed with your Grant Application to the Grants Specialist, no later than seven business days prior to the intended scheduled Commissioners meeting.

Commissioner Meeting Date Preferred: Tuesday June 15, 2021

Grant Fiscal Year: FY 2021 Period of Performance: Summer 2021 - Summer 2022

Grant Project Name: CARES Development Addendum for GA Terminal

Funding Agency: Federal Aviation Administration (FAA)

CFDA #: 20.016 Circle One: FEDERAL/ STATE/ LOCAL/ OTHER Funding: Federal

Application Due Date to Funding Agency: Wednesday June 16, 2021

Campbell County Department Applying for Grant: Airport

Grant Amount Request: \$300,000.00 Business Unit where Grant is Budgeted: _____

Match Amount Request: \$0.00 Match Sources: None

Please describe the purpose of this grant and how this project relates to the departments mission and how this project will benefit Campbell County: This grant application is an addendum to the original CARES Grant to use \$300,000.00 on the NON-AIP eligible portions of the General Aviation Terminal Building Construction Project. This building is the "Welcome to Campbell County" sign for the general aviation public. This new building will standout and have a positive impact for the entire county and our visitors.

Describe your proposed project. What are your goals and outcomes and how they will be achieved? How will the project be sustained after the grant is over? The General Aviation Terminal Project is a new GA Terminal Building and Parking lot project. The existing perimeter fence will also be altered to provide public access to the front of the building (land side) and still provide a secure airfield to the aviation side. The existing GA Terminal building will be demolished once the new building is constructed. Regular maintenance of a new building will be less of a cost burden on the county than the existing building. This project and grant will end around the same time and will not have to be sustained after the grant is over.

Office Use Only:

Grants Specialist Review: _____

Revisions Required: _____

Revisions Received: _____

Commissioner Approval Date: _____ Date Returned to Department: _____

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

4. Applicant Identifier:

5a. Federal Entity Identifier:

3-56-0012-050-2021

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:** Northeast Wyoming Regional Airport

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

83-6000103

*** c. Organizational DUNS:**

0714131400000

d. Address:

*** Street1:** 2000 Airport Road Suite 108

Street2:

*** City:** Gillette

County/Parish:

*** State:** WY: Wyoming

Province:

*** Country:** USA: UNITED STATES

*** Zip / Postal Code:** 82716-7680

e. Organizational Unit:

Department Name:

Campbell County Commissioners

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr.

*** First Name:** Todd

Middle Name:

*** Last Name:** Chatfield

Suffix:

Title: Interim Airport Director

Organizational Affiliation:

Northeast Wyoming Regional Airport

*** Telephone Number:** 307-686-1042

Fax Number: 307-689-1471

*** Email:** tcc75@ccgov.net

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.016

CFDA Title:

Airport Improvement Program

* 12. Funding Opportunity Number:

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Non AIP eligible costs for the construction of the GA Terminal at Northeast Wyoming Regional Airport.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant

WY all

* b. Program/Project

WY all

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

05/03/2021

* b. End Date:

03/31/2022

18. Estimated Funding (\$):

* a. Federal

300,000.00

* b. Applicant

* c. State

* d. Local

* e. Other

* f. Program Income

* g. TOTAL

300,000.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐ a. This application was made available to the State under the Executive Order 12372 Process for review on☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☒ c. Program is not covered by E.O. 12372.*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

Mr.

* First Name:

Bob

Middle Name:

* Last Name:

Maul

Suffix:

* Title:

Chairman, Board of County Commissioners

* Telephone Number:

307-682-7283

Fax Number:

307-687-6325

* Email:

bmaul@ccgov.net

* Signature of Authorized Representative:

* Date Signed:

05/26/2021

The following page(s) contain the backup material for Agenda Item: [9:30 WIC Program Agreement](#)

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed.

**OFFICE**

500 South Gillette Avenue
Suite 1100
Gillette, Wyoming 82716
(307) 682-7283
(307) 687-6325 FAX
www.ccgov.net

Carol J. Seeger, Commissioners
Administrative Director

BOARD OF COMMISSIONERS

Robert Maul, Chairman
Rusty Bell
Colleen Faber
D.G. Reardon
Del Shelstad

MEMORANDUM

TO: Campbell County Commissioners

FROM: Bethany Raab

RE: WIC Program Agreement

DATE: 06/07/2021

Attached you will find a contract between the Wyoming Department of Health and Public Health for the WIC program. The purpose of this agreement is to set forth the responsibilities of the Agency, the Local WIC Agency and the County to provide benefits of the USDA/FNS Special Supplement Nutrition Program. The award amount is \$333,930.00 and they are Federal funds (CFDA 10.557). There are no matching requirements. HR/RISK, County Attorney and Grants have all reviewed the agreement and requested no revisions.

A representative from Public Health will be presenting this contract.

Thank you!

**AGREEMENT AMONG
WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION;
CAMPBELL COUNTY WIC PROGRAM; AND CAMPBELL COUNTY**

1. **Parties.** The parties to this Agreement are Wyoming Department of Health, Public Health Division (Agency), whose address is: 122 West 25th Street, 3rd Floor West, Cheyenne, Wyoming 82002, Cheyenne, Wyoming 82002; Campbell County WIC Program (Local WIC Agency), whose address is: 2301 South 4-J, Gillette, Wyoming 82718; and Campbell County (County), whose address is: 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming 82718. This Agreement concerns the Wyoming Women, Infants, and Children (WIC) Program.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the responsibilities of the Agency, the Local WIC Agency, and the County in providing program benefits of the United States Department of Agriculture, Food and Nutrition Services (USDA/FNS) Special Supplemental Nutrition Program for WIC.

The Local WIC Agency is a party to this Agreement pursuant to 7 CFR Part 246.6, requiring the Agency to enter into a signed, written agreement with each local agency, including subdivisions of the Agency.

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, 2021, or Effective Date, whichever is later, through December 31, 2022. All services shall be completed during this term.
4. **Payment.**
 - A. The Agency agrees to pay the County for the Local WIC Agency's services described in Attachment A, Statement of Work – Local WIC Agency, which is attached to and incorporated into this Agreement by this reference. Total payment under this Agreement shall not exceed three hundred thirty-three thousand, nine hundred thirty dollars (\$333,930.00). The Local WIC Agency shall submit monthly invoices no later than sixty (60) days after the end of the month for which the invoice is dated. The invoices shall provide sufficient detail, along with all required reporting documents, to ensure that payments may be made in conformance with this Agreement. Payment shall be made to the County within forty-five (45) days after submission of invoice by the Local WIC Agency pursuant to Wyo. Stat. § 16-6-602.
 - B. No payment shall be made for work performed before the Effective Date of this Agreement. Should the Local WIC Agency and 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 Local WIC Agency and the County perform their duties and responsibilities to the satisfaction of the Agency.
 - C. The source of funds for this Agreement is USDA/FNS. The maximum amount of federal funds provided under CFDA #10.557 shall not exceed three hundred thirty-

three thousand, nine hundred thirty dollars (\$333,930.00).

D. Travel.

The payment of travel expenses shall be allowed as set forth below. The Local WIC Agency is expected to procure the most cost efficient travel arrangements.

- (i) Personal Vehicle. Mileage shall be reimbursed at the current State rate per mile based on standard map mileage.

E. Lodging.

The Agency agrees to reimburse the County for the Local WIC Agency's lodging expenses related to the performance of this Agreement at the State rate per day as described in Attachment A, Statement of Work – Local WIC Agency. Requests for reimbursement shall state the amount allowed for lodging and list the actual number of travel days on the Local WIC Agency's invoice.

F. Meals.

The Agency agrees to reimburse the County for the Local WIC Agency's meal expenses related to the performance of this Agreement as described in Attachment A, Statement of Work – Local WIC Agency.

5. Responsibilities of Local WIC Agency. The Local WIC Agency agrees to:

- A. Provide the services as described in Attachment A, Statement of Work – Local WIC Agency and Attachment E – Personnel and Management Responsibilities Clarification, which is attached to and incorporated into this Agreement by this reference, and expend funds according to the budgeted line item amounts in Attachment D – Annual Local WIC Agency Budget, which is attached to and incorporated into this Agreement by this reference.

6. Responsibilities of County. The County agrees to:

- A. Provide the services as described in Attachment B, Statement of Work – County, which is attached to and incorporated into this Agreement by this reference, and make payment according to the budgeted line item amounts in Attachment D – Annual Local WIC Agency Budget.

7. Responsibilities of Agency. The Agency agrees to:

- A. Provide the services as described in Attachment C, Statement of Work – Agency, which is attached to and incorporated into this Agreement by this reference, and reimburse funds according to the budgeted line item amounts in Attachment D – Annual Local WIC Agency Budget.

8. Special Provisions.

- A. **Assumption of Risk.** The Local WIC Agency and the County shall assume the

risk of any loss of state or federal funding, either administrative or program dollars, due to the Local WIC Agency or County's failure to comply with state or federal requirements. The Agency shall notify the Local WIC Agency and the County of any state or federal determination of noncompliance.

- B. Environmental Policy Acts.** The Local WIC Agency and the County agree 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 Agreement is in effect;
 - (ii) Procures a commercial sex act during the period of time that the Agreement is in effect; or
 - (iii) Uses forced labor in the performance of the Agreement or subawards under the Agreement.
- D. Kickbacks.** The Local WIC Agency and the County certify and warrant 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 the Local WIC Agency or the 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, the Local WIC Agency and the County certify and agree that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Local WIC Agency or the County or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- F. Monitoring Activities.** The Agency shall have the right to monitor all activities related to this Agreement that are performed by the Local WIC Agency and the County or their 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 Local WIC Agency and 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 any 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 Local WIC Agency or 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 the Agency.
- J. Suspension and Debarment.** By signing this Agreement, the County and the Local WIC Agency certify that neither they nor their principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 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, the County and the Local WIC Agency agrees to notify the Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.
- K. Administration of Federal Funds.** The Local WIC Agency and the County agree the use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- L. Federal Audit Requirements.** The Local WIC Agency and the County agree that if they expend an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during their fiscal year, they must undergo an organization-wide financial and compliance single audit. The Local WIC Agency and the County agree to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Agreement, Local WIC Agency and County shall provide one (1) copy of the audit report to the Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to the Agency's records.

- M. Penalties.** As found in Section 7 CFR 246.23(d) of the WIC Program Regulations, in accordance with Section 12(g) of the National School Lunch Act, whoever embezzles, willfully misapplies, steals, or obtains by fraud any funds, assets, or property provided under Section 17 of the Child Nutrition Act of 1966, as amended, whether received directly or indirectly from USDA, or whoever receives, conceals, or retains such funds, assets, or property for his or her own interest, knowing such funds, assets, or property have been embezzled, willfully misapplied, stolen, or obtained by fraud shall, if such funds, assets, or property are of the value of one-hundred dollars (\$100.00) or more, be fined not more than twenty-five thousand dollars (\$25,000.00) or imprisoned not more than five (5) years, or both, or if such funds, assets, or property are of a value of less than one-hundred dollars (\$100.00), shall be fined not more than one-thousand dollars (\$1,000.00) or imprisoned for not more than one (1) year, or both.
- N. Training.** The Local WIC Agency and the County agree that County employees providing WIC services must complete privacy and security training. The Agency shall make privacy and security training available on WYTRAIN, and shall provide an Acknowledgement of Training form, which County employees providing WIC services must sign and return to the Agency.
- O. Health Equity.** The County and Local WIC Agency 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.

9. 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.** No 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 parties. The Local WIC Agency and 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 Local WIC Agency and the County which are pertinent to this Agreement.
- 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 suspended via a stop work order, during which time the Local WIC Agency and the County will immediately cease work and no payments will be made by the Agency for the period of time covered by the stop work order. During any period the Local WIC Agency and the County are ordered to stop work, the Local WIC Agency and the County are not obligated to perform services under this Agreement. At such time federal funds again become available for payment under this Agreement, the Agency will notify the Local WIC Agency and the County to resume work.

This Agreement may also, at the option of the Agency, be terminated by the Agency at the end of the period for which the funds are available.

The Agency shall notify the Local WIC Agency and 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 Contracts.** The Agency may award supplemental or successor contracts for work related to this Agreement or may award contracts to other contractors for work related to this Agreement. The County and Local WIC Agency shall cooperate fully with other contractors and the Agency in all such cases.
- G. Compliance with Laws.** The Local WIC Agency and 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 Local WIC Agency and the County in the performance of this Agreement shall be kept confidential by the Local WIC Agency and the County unless written permission is granted by the Agency for its release. If and when the Local WIC Agency or the County receive a request for information subject to this Agreement, the Local WIC Agency and the 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 twelve (12) pages; Attachment A, Statement of Work – Local WIC Agency, consisting of five (5) pages; Attachment B, Statement of Work – County, consisting of one (1) page; Attachment C, Statement of Work – Agency, consisting of (2) pages; Attachment D, Annual Local WIC Agency Budget, consisting of one (1) page; and Attachment E, Personnel and Management Responsibilities Clarification, consisting of two (2) pages, represent the entire and integrated Agreement among 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.** The Local WIC Agency and the 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 the Local WIC Agency and the County's professions.
- 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.
- L. Force Majeure.** No 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 parties 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. No party agrees to insure, defend, or indemnify the others.
- N. Independent Contractor.** The County and Local WIC Agency shall function as independent contractors for the purposes of this Agreement and shall not be considered employees of the State of Wyoming for any purpose. Consistent with the express terms of the Agreement, the County and Local WIC Agency shall be free from control or direction over the details of the performance of services under this Agreement. The County and Local WIC Agency shall assume sole responsibility for any debts or liabilities that may be incurred by the County or Local WIC Agency 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 the Agreement. Nothing in this Agreement shall be interpreted as authorizing the County, the Local WIC Agency, or their agents or employees to act as agents or representatives 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 and Local WIC Agency agree 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, the Local WIC Agency, or their 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 Local WIC Agency and the County in the performance of this Agreement. Upon termination of services, for any reason, the Local WIC Agency and the County agree 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. Prior Approval.** This Agreement shall not be binding upon any 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).
- R. Insurance Requirements.**
- (i) During the term of this Agreement, the County shall obtain and maintain, and ensure that each subcontractor obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.
 - (ii) All policies shall be primary over any insurance or self-insurance program carried by the County or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against County or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
 - (iii) The County shall provide Certificates of Insurance to the Agency verifying each type of coverage required herein. If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.
 - (iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Agency. A copy of the policy endorsement shall be provided with the Certificate of Insurance.
 - (v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Agency may, at the Agency's option, obtain and

maintain, at the expense of the County, such insurance in the name of the County, or subcontractor, as the Agency may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the County under this Agreement.

- (vi) All policies required by this Agreement shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.
- (vii) The Agency reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

S. Insurance Coverage. The County shall obtain and maintain the following insurance in accordance with the Insurance Requirements set forth above:

- (i) Commercial General Liability Insurance. Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:
 - (a) \$1,000,000.00 each occurrence;
 - (b) \$1,000,000.00 personal injury and advertising injury;
 - (c) \$2,000,000.00 general aggregate; and
 - (d) \$2,000,000.00 products and completed operations.

The CGL policy shall include coverage for Explosion, Collapse and Underground property damage. This coverage may not be excluded by endorsement.

- (ii) Workers' Compensation and Employer's Liability Insurance. Employees hired in Wyoming to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program, if statutorily required. Employees brought into Wyoming from Contractor's home state to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program or other state or private workers' compensation insurance approved by the Wyoming Department of Workforce Services, if statutorily required.

The Contractor shall provide the Agency with a Certificate of Good Standing or other proof of workers' compensation coverage for all of its employees who are to perform work under this Contract, if such coverage is required by law. If workers' compensation coverage is obtained by Contractor through the Wyoming Department of Workforce Services' workers' compensation program, Contractor shall also obtain Employer's Liability "Stop Gap" coverage through an endorsement to the CGL policy required by this Contract, with minimum limits as follows:

- (a) Bodily Injury by Accident: \$1,000,000.00 each accident;
- (b) Bodily Injury by Disease: \$1,000,000.00 each employee; and
- (c) Bodily Injury by Disease: \$1,000,000.00 policy limit.

(iii) Automobile Liability Insurance. Automobile liability insurance covering any auto (including owned, hired, and non-owned) with minimum limits of \$1,000,000.00 each accident combined single limit.

(iv) Professional Liability or Errors and Omissions Liability Insurance. Professional liability insurance or errors and omissions liability insurance protecting against any and all claims arising from the Contractor's alleged or real professional errors, omissions, or mistakes in the performance of professional duties under this Contract, with minimum limits as follows:

- (a) \$1,000,000.00 each occurrence; and
- (b) \$1,000,000.00 general aggregate.

The policy shall have an extended reporting period of two (2) years.

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 and Local WIC Agency expressly reserve 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. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to agree to certain terms and conditions supplied by the Local WIC Agency or County, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Agreement, or in any attachments or documents incorporated by reference, will not be binding on the State of Wyoming. 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. Termination of Agreement.** This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be terminated by the Agency immediately for cause if the Local WIC Agency or the County fail to perform in accordance with the terms of this Agreement.
- 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 Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only among 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.
- X. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Y. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- Z. 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.
- AA. 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 Local WIC Agency and the County of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

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

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

AGENCY:

Wyoming Department of Health, Public Health Division

Stefan Johansson, Interim Director

Date

Stephanie Pyle, MBA
Senior Administrator, Public Health Division

Date

LOCAL WIC AGENCY:

Campbell County WIC Program



Connie Hansen, Local Agency Supervisor



Date

COUNTY:

Campbell County

Chairman, Campbell County Board of Commissioners

Date

ATTEST: Campbell County Clerk

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



Tyler M. Renner, Senior Assistant Attorney General



Date

STATEMENT OF WORK – LOCAL WIC AGENCY
ATTACHMENT A

General Description

This document is a Statement of Work (SOW) to identify the responsibilities of the Local WIC Agency.

Responsibilities of the Local WIC Agency:

The Local WIC Agency is responsible for the certification of WIC applicants/participants, health and nutrition screening and education, breastfeeding education and support, health services referrals, and food prescription issuance as directed by the United States Department of Agriculture, Food and Nutrition Services (USDA/FNS) and the Agency in accordance with all applicable federal and state laws, rules, regulations, and policies. The Local WIC Agency shall adhere to the following WIC Regulations at all times:

1) Complies with all the fiscal and operational requirements prescribed by the Wyoming Department of Health, Public Health Division (Agency) pursuant to debarment and suspension requirements and, if applicable, the lobbying restrictions of 2 CFR Part 200, Subpart E, and USDA implementing regulations 2 CFR Part 400, Part 415, and FNS guidelines and instructions, and provides on a timely basis to the Agency all required information regarding fiscal and Program information.

A) Submits to the County, on or before the last day of each month depending on the County cut off, an accurate itemized invoice of all original receipts and expenditures for WIC services incurred by the Local WIC Agency for that month.

B) Submits to the Agency:

(i) The monthly Wyoming WIC Fiscal and Operational Report (including the Fiscal Review Checklist) within fifteen(15) days following the receipt of the County's expenditure report showing the payment by the County of all Local WIC Agency expenditures for that month;

(ii) The County expenditure report; and

(iii) The Local WIC Agency's original itemized receipts and invoices.

C) Understands that all WIC travel must have prior approval from the WIC State Supervisor, including interrupted or constructed travel. The Local WIC Agency employees' meals are reimbursed by the Agency when overnight travel is required and at a rate not higher than thirteen dollars (\$13.00) per breakfast, fourteen dollars (\$14.00) per lunch, and twenty-three dollars (\$23.00) per dinner with a gratuity limit of fifteen percent (15%) per meal; alcohol, internet, telephone charges, mini-bar, and movies are not allowable expenses and cannot be submitted on the itemized receipt for reimbursement; and when a hot breakfast or other meal is provided by the hotel or conference, request for reimbursement for that meal cannot be submitted. If out-of-state travel is required, reimbursement will be based on the applicable federal per diem rate for the location.

D) Understands that the Local WIC Agency employees are expected to carpool to the same meeting, conference, or worksite location when more than one staff member is attending an event; therefore, it is the expectation of the Agency to reimburse for only one vehicle mileage expense unless otherwise authorized by the Agency.

E) Provides the Local WIC Agency's budget proposal for the next fiscal year to the Agency by February 15th of the current Agreement year.

STATEMENT OF WORK – LOCAL WIC AGENCY
ATTACHMENT A

F) Utilizes the Agency provided computer hardware, computer software, and food instruments (i.e., smart cards), and abides by the Agency's information technology requirements as applicable to the Local WIC Agency's performance of its duties and obligations. Adheres to Wyoming WIC Program Staff guidance as well as policies and procedures, incorporated herein by this reference and including any future revisions, to ensure the security, protection, and proper use of WIC equipment and food instruments.

G) Provides quarterly time studies for all Local WIC Agency personnel for the months of July, October, January, and April, by the 15th day of the following month.

H) Promotes open communication between the Agency and the County.

I) Ensures that appropriate professional development and continuing education opportunities offered to WIC staff and approved by the WIC State Supervisor.

J) Provides the Agency expert input on WIC services provided pursuant to this Agreement and how those services relate to the health priorities of the Local WIC Agency's area of service and the Agency's health improvement plans to address those priorities.

K) With the Agency's assistance, the Local WIC Agency shall submit an annual Nutrition Education Plan according to the Agency's required timelines. All services provided by the Local WIC Agency to WIC recipients shall be provided pursuant to the approved plan on file with the Agency in accordance with applicable federal and state legislation and WIC Program policy.

L) Provides data generated and captured by the Local WIC Agency, and provides assistance to the Agency for the purpose of assessing and analyzing the health status of local area served by the Local WIC Agency.

M) Submits reports to the Agency on the effectiveness, accessibility, and quality of the WIC services provided by the Local WIC Agency pursuant to this Agreement.

N) Alerts the Agency when a significant change in participant demographic or target populations may significantly affect the Local WIC Agency's provision of, or the need for WIC services.

O) Monitors card security daily and monthly using the Wyoming WIC Program Management Information and Electronic Benefit Transfer (EBT) system, for which the Agency shall provide necessary and appropriate training.

P) Builds and maintains active participant caseload levels for the Local WIC Agency based upon Agency guidelines and expectations.

Q) Completes the following vendor management responsibilities and duties for authorized WIC grocers (vendors) in the Local WIC Agency's area of services, as identified by the Agency. The Agency shall provide all necessary training for the Local WIC Agency's personnel to fulfill vendor management responsibilities under this Agreement, which responsibilities shall include, but are not limited to:

- (i) Assume the liaison role between the Agency and local vendor;
- (ii) Quarterly contact with all participating grocery stores;
- (iii) Follow-up of all participant and vendor concerns/complaints;

ATTACHMENT A, STATEMENT OF WORK – LOCAL WIC AGENCY
TO THE AGREEMENT AMONG
WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION;
CAMPBELL COUNTY WIC PROGRAM; AND CAMPBELL COUNTY

STATEMENT OF WORK – LOCAL WIC AGENCY
ATTACHMENT A

- (iv) Assess vendor selection criteria for new vendors and for authorized vendors;
- (v) Evaluate renewal qualification for current or new vendors;
- (vi) Conduct on-site vendor visits;
- (vii) Conduct annual (or more often as necessary) vendor training;
- (viii) Conduct annual (or more often as necessary) routine monitoring;
- (ix) Conduct high-risk monitoring for high-risk vendors; complete necessary vendor follow-up, corrective action plans;
- (x) Conduct education buys and compliance investigations, including fraud and abuse investigations, at the direction of the WIC State Vendor Coordinator;
- (xi) Assist with grocer certification (proof of electronic cash register capabilities of WIC transactions);
- (xii) Participate in all required vendor training including quarterly conference calls; and
- (xiii) Maintain required documentation of all vendor management activities.

R) Provides supervision of the Local WIC Agency WIC Nurses and WIC Technician, all in county positions, who shall follow county personnel rules, policies, and procedures, except as noted in the Agreement, in addition to applicable state and federal WIC policies, rules, and regulations. The supervisor of the Local WIC Agency is a county employee who is authorized on behalf of the County to effectuate county personnel rules and to exercise supervisory authority over Local WIC Agency employees, with approval and oversight by the County Clerk or designee.

2) Has a competent professional authority (CPA) on the staff of the Local WIC Agency and the capabilities necessary to perform the certification procedures.

A) At least one CPA must also serve as the Local WIC Agency Supervisor and at least one CPA must be designated as the Local WIC Agency Breastfeeding Coordinator. The same CPA may fulfill both roles.

3) Makes available appropriate health services to participants and informs applicants of the health services which are available.

A) Provides WIC participant and applicant referrals to health-related and public assistance programs available in the community in compliance with 7 CFR Part 246.7(b)(1)-(3).

B) Collaborates with the programs to favorably influence maternal child health and nutrition outcomes.

C) Provides customer service and outreach in accordance with the Agency policies and procedures.

D) Provides Local WIC Agency outreach and marketing.

4) Prohibits smoking and weapons in the space used to carry out the WIC Program during the time any aspect of WIC services are performed.

STATEMENT OF WORK – LOCAL WIC AGENCY
ATTACHMENT A

A) Provides a clinic environment in accordance with the Agency policies and procedures, including provision for the safety and security of WIC participants and staff while maintaining a clean physical environment.

5) Has a plan for continued efforts to make health services available to participants at the clinic or through healthcare providers when health services are provided through referral.

6) Provides nutrition education services to participants in compliance with 7 CFR Part 246.11 and FNS guidelines and instructions.

A) Maintains, provides, and promotes WIC nutrition, health, breastfeeding, and breastfeeding peer counseling services to WIC participants in communities served by the Local WIC Agency through meeting the USDA Nutrition Services Guidance and Standards, provided by the Agency, with respect to: nutrition services and staffing; nutrition services plan, evaluation, and quality improvement; nutrition assessment, including the principles of Value Enhanced Nutrition Assessment (VENA); nutrition education counseling, materials, evaluation, and WIC nutrition education program guidance; breastfeeding promotion and support, including the Loving Support Breastfeeding Peer Counselor Model and the breastfeeding promotion and support requirements of the WIC food package final rule.

B) Creates a WIC clinic environment and issues educational materials that support breastfeeding as the preferred method of infant feeding; provide participants with a private place to breastfeed.

7) Implements a food delivery system prescribed by the Agency pursuant to 7 CFR Part 246.12 and approved by FNS.

A) Provides WIC supplemental foods and food packages, including issuance of WIC-eligible formulas, exempt infant formulas, and medical foods with appropriate documentation and in accordance with the Agency policies and procedures.

8) Maintains complete, accurate, documented, and current accounting of all Program funds received and expended.

A) WIC expenditures in the Local WIC Agency shall be spent based on the annual Local WIC Agency budget approved by the Agency and in accordance with the Code of Federal Regulations, Title 7 CFR Part 246; WIC Regulations as filed February 13, 1985; and any subsequent revisions thereto, specifically provisions in 7 CFR Part 246.6(b).

9) Maintains on file and has available for review, audit, and evaluation all criteria used for certification, including information on the area served, income standards used, and specific criteria used to determine nutritional risk. Makes financial records available for the Agency and USDA/FNS review and audit upon request by either entity (7 CFR Part 246.6 (b)(8)).

A) Reports any suspected participant or staff fraud or abuse of WIC Program assets to the Agency, including the nature of the fraud or abuse of the Agency assets and the dollar amount to monitor if the fraud requires financial penalty or imprisonment.

B) Within the bounds of applicable law, the Local WIC Agency will immediately inform the Agency of any clinical or medical errors/accidents that occur in its WIC clinics that have harmed or could potentially harm, a WIC participant.

STATEMENT OF WORK – LOCAL WIC AGENCY
ATTACHMENT A

C) Monitors WIC participants for dual participation in another WIC Program.

10) Does not discriminate against persons on the grounds of race, color, national origin, age, sex, or handicap; and compiles data, maintains records, and submits reports as required to permit effective enforcement of the nondiscrimination laws.

A) Participates in annual civil rights training.

B) Follows the Agency's policy and procedures for notifying the public of the nondiscrimination policy and complaint rights of participants and applicants.

C) Collects and reports racial ethnic data as requested by USDA.

D) Have procedures to advise persons seeking to file a discrimination complaint to submit a completed complaint form or letter to USDA, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410; or fax to (202)690-7442; or email to program.intake@usda.gov.

E) Complies with all federal and Agency policies and procedures regarding the handling of civil rights or other participant complaints and notifies participants of the right to appeal an adverse action.

F) To the extent feasible, provides a WIC opportunity for individuals who may be eligible for participation in the WIC Program.

G) Provides access to participant translation services and educational materials at a literacy level appropriate for the participant population (7 CFR Part 246.11 (c)(3)).

H) Responds to surveys and conducts data collection activities related to the WIC Program administered by the Agency, to the extent permitted by applicable law.

I) Provides public notice prior to changing the location of the clinic, if necessary, based on USDA/FNS requirements.

11) Consider and treat all participant and applicant information, regardless of the source, as confidential to meet the provisions of 7 CFR Part 246.26, and protect and maintain the privacy and confidentiality of WIC participant and applicant data, including personal, financial, and health information in all forms, such as current and archived physical and electronic records, in accordance with the WIC Program Regulations and standards, and the Agency policies.

12) Pursuant to Wyoming Statutes § 14-3-214 and § 7-19-201 and Agency policy and procedure, the Agency shall require criminal background and central registry checks on all State, At-Will-Employee Contract (AWEC), and County employees employed by the Local WIC Agency. The Agency will be responsible for assuming the costs for the background checks.

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STATEMENT OF WORK - COUNTY
ATTACHMENT B

General Description

This document is a Statement of Work (SOW) to identify the responsibilities of the County.

Responsibilities of the County:

The County is responsible for serving as the WIC Community Sponsor and the fiscal flow through agent for the Local WIC Agency. Responsibilities include:

- A) Pay all approved WIC expenditures on behalf of the Local WIC Agency, receiving full reimbursement for the Agency approved WIC expenses from the Agency;
- B) Submit to the Local WIC Agency on a monthly basis, no later than forty-five (45) days past the end of the month in which the invoice was dated, an accurate invoice of all expenditures paid on behalf of the Local WIC Agency for WIC services;
- C) Maintain complete, accurate, documented, and current accounting of all WIC Program funds received and expended; and
- D) Comply with Federal Grant Lobbying and Disclosure Clauses, including: No federally appropriated funds have been paid or will be paid by, or on behalf of the County, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement and if any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, in connection with this Agreement, the County shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Services Payment Schedule

The County will pay the Local WIC Agency's invoices in a timely and appropriate manner to avoid added penalties or fees. The Local WIC Agency, except if a reimbursement error occurs, does not make payment to the Agency or the County; therefore, no "Service Payment Schedule" is noted here.

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STATEMENT OF WORK - AGENCY
ATTACHMENT C

General Description

This document is a Statement of Work (SOW) to identify the responsibilities of the Agency.

Responsibilities of the Agency:

The Agency's responsibilities include:

- A)** Consult with and advise the Local WIC Agency and the County, as necessary, about the requirements of this Agreement.
- B)** Monitor and evaluate the Local WIC Agency and the County's compliance with the conditions set forth in this Agreement.
- C)** Provide necessary equipment (computer hardware and software, food instrument smart cards and card readers/writers, and anthropometric and hematologic testing equipment) to conduct Local WIC Agency operations.
- D)** Provide training on new procedures and new equipment when procured through the Wyoming WIC Program.
- E)** Provide participant nutrition and breastfeeding education and support materials to be duplicated as needed, required WIC certification forms, and outreach information.
- F)** Provide technical support and assistance, required training, monitoring, and evaluation pursuant to federal regulations.
- G)** Make payment on all food instruments that are validly issued to WIC participants by the Local WIC Agency through the Automated Clearing House process.
- H)** Provide prescribed WIC-eligible formula to participants through the Local WIC Agency that is not available through the WIC-Contracted retailers;
- I)** Provide electric breast pumps and related supplies to WIC participants through the Local WIC Agency according to Wyoming WIC Program policy and procedures and available funding.
- J)** Monitor the Local WIC Agency and County activities to ensure compliance with provisions set forth in WIC Program Regulations 7 CFR, Part 246.11 and USDA/FNS guidelines and instructions for local WIC agencies. Issue corrective action(s) and provide monitoring and follow up when program violations are identified.
- K)** Develop and implement procedures to ensure that WIC services are provided to all eligible applicants in the state according to WIC Program Regulations. This includes categorical, identity, income, residency, and nutrition risk eligibility criteria.
- L)** Review, revise, and approve the annual Local WIC Agency budget based on annual WIC Program funding levels from state and federal resources.

STATEMENT OF WORK - AGENCY
ATTACHMENT C

M) Implement a food delivery system prescribed by the Agency in compliance with 7 CFR. Part 246.12 and approved by USDA/FNS, and monitor for dual participation.

N) Develop and coordinate the WIC nutrition services component of program operations with consideration for Local WIC Agency plans, needs, and available resources.

O) Provide in-service training, technical assistance, and identify or develop educational materials for health professional and other personnel involved in providing WIC nutrition, health, breastfeeding, and peer counseling services to participants at local WIC agencies. This includes low literacy, culturally sensitive, and Spanish materials, or where a significant number or proportion of the population needs the information, in a language other than English, considering the size of such population and reading level of the participants.

P) Not discriminate against persons on the grounds of race, religion, national origin, age, sex, color, or disability; and compile data, maintain records, and submit reports as required to permit effective enforcement of the non-discrimination laws (7 CFR. 246.6 (b)(10)). Ensure translation services and low literacy materials are provided to WIC participants, when appropriate, at local agencies. Monitor local agencies for civil rights and participant complaints or violations.

Q) Direct work of the Local WIC Agency Clinic Supervisor, a county employee, who shall follow county personnel rules, policies, procedures, except as noted in the Agreement, in addition to applicable state and federal WIC policies, rules, and regulations.

R) Approve all proposed salary adjustments for the Local WIC Agency staff in county, state, or state At-Will Employment Contract (AWEC) positions funded by the WIC Program. There shall be no expectation of Local WIC Agency salary adjustments without the prior written approval of the Agency.

Services Payment Schedule

The Agency will disburse funds to the County in accordance with Section 4 of this Agreement.

BUDGET
ATTACHMENT D

ANNUAL LOCAL WIC AGENCY BUDGET				
CAMPBELL COUNTY		BUDGET TERM		
		July 1, 2021-June 30, 2022		
WIC Program Operation Support: Funds to be reimbursed to the County upon submission of monthly expenditure report. Totals and Subtotals are rounded up to the nearest dollar.				
SALARIES		ANNUAL	SUB TOTAL	TOTAL
CLINIC SUPV		74,588.79		
NUTR/NURSE		58,362.71		
WIC TECH		41,558.39		
	0	0.00		
	0	0.00		
	0	0.00		
	0	0.00		
	0	0.00		
	0	0.00		
	0	0.00		
		Salaries	\$174,510.00	
		Benefits	\$134,697.00	
TOTAL SALARIES AND BENEFITS				\$309,207.00

EXPENSES	ANNUAL	SUB TOTAL	TOTAL
COMMUNICATIONS			
Shipping & Postage	\$1,644.00		
Telecommunications	\$1,716.00		
TOTAL COMMUNICATIONS EXPENSES		\$3,360.00	
EQUIPMENT			
Copy Machine	\$180.00		
Office	\$250.00		
Medical	\$250.00		
TOTAL EQUIPMENT EXPENSES		\$680.00	
OTHER			
0	\$0.00		
0	\$0.00		
0	\$0.00		
TOTAL OTHER EXPENSES		\$0.00	
RENT / UTILITIES / JANITORIAL SERVICES			
Rent	\$0.00		
Utilities	\$0.00		
Janitorial Services	\$0.00		
TOTAL RENT/UTILITIES/JANITORIAL EXPENSES		\$0.00	
NUTRITION EDUCATION			
Breastfeeding	\$472.50		
Participant Education	\$205.50		
Professional	\$0.00		
TOTAL NUTRITION EDUCATION EXPENSES		\$678.00	
SUPPLIES			
Office	\$500.00		
Medical	\$900.00		
TOTAL SUPPLIES EXPENSES		\$1,400.00	
TRAVEL			
Mileage	\$1,097.60		
Meals & Lodging	\$2,045.50		
TOTAL TRAVEL EXPENSES		\$3,144.00	
TOTAL EXPENSES			\$9,262.00
		Admin Fee (if applicable)	\$15,461.00
		Alarm Fee (if applicable)	\$0.00
		Interpreter Fee (if applicable)	\$0.00
TOTAL BUDGET			\$333,930.00

PERSONNEL AND MANAGEMENT RESPONSIBILITIES CLARIFICATION
ATTACHMENT E

General Description

The purpose of this document is to clarify personnel and program management responsibilities between Campbell County and the Agency. This document will serve as Attachment E to the Agreement between the Wyoming Department of Health, Public Health Division, Campbell County WIC Program, and Campbell County. The Attachment will be reviewed annually and modified as needed by the Campbell County Public Health Nursing Director and the WIC State Supervisor upon execution of an amendment under Section 9.A. of the Agreement.

1. Campbell County will provide services by County employees under the supervision of the Campbell County Public Health Nursing Director for personnel issues, according to County personnel rules, which are incorporated into the Agreement by this reference, and under supervision of the Agency for compliance with WIC Program regulations. Campbell County will provide a copy of the County personnel rules to the Agency, upon request.
2. WIC services will be provided by the following County positions: WIC Clinic Supervisor, WIC Nurse/Nutritionist(s), and WIC Technician (Office Specialist) as determined by WIC Program policy.
3. The WIC Regional Nutritionist Supervisor, the WIC State Supervisor, and Campbell County WIC staff (as directed) will assist the County Public Health Nursing Director in recruiting, interviewing, and selecting WIC positions in Campbell County.
4. The WIC Clinic Supervisor will manage Campbell County clinic operations, including scheduling the WIC Nurse/Nutritionist(s), and the WIC Technician (Office Specialist) to deliver client services. These services will be provided according to the Agreement; the WIC Procedure Manual, which is incorporated into the Agreement by this reference; the Wyoming WIC Food Delivery System, and County policy, which is incorporated into the Agreement by this reference.
5. Employee evaluations will be completed according to County policy. The WIC Clinic Supervisor will be evaluated on work performance by the County Public Health Nursing Director with input from the WIC Regional Nutritionist Supervisor and WIC State Supervisor. Telephone conferences may be held in special circumstances upon the approval of the County Public Health Nursing Director. The County Public Health Nursing Director and the WIC Clinic Supervisor will jointly evaluate the WIC Nurse/Nutritionist and WIC Technician (Office Specialist) positions. The County Public Health Nursing Director will file all papers in accordance with County personnel rules and will forward copies to the Agency.
6. The County Public Health Nursing Director will conduct disciplinary action, up to and including termination, of a County WIC employee following consultation with the WIC State Supervisor and the WIC Regional Nutritionist Supervisor.
7. The WIC Regional Nutritionist Supervisor will, in coordination with the WIC State Supervisor, provide program consultation and technical assistance according to WIC policy through the WIC Clinic Supervisor. The WIC Regional Nutritionist Supervisor will also keep the County Public Health Nursing Director informed of any changes in WIC policy or substantive changes in WIC

ATTACHMENT E, PERSONNEL AND MANAGEMENT RESPONSIBILITIES CLARIFICATION
TO THE AGREEMENT AMONG

WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION;
CAMPBELL COUNTY WIC PROGRAM; AND CAMPBELL COUNTY

PERSONNEL AND MANAGEMENT RESPONSIBILITIES CLARIFICATION
ATTACHMENT E

Program operations. The Agency will also provide training for all WIC positions, including continuing education at State WIC Conferences and other specialized training, as needed per position and responsibilities, according to the job descriptions. At least every two (2) years, the Agency will conduct a management evaluation of the Local WIC Agency. At the completion of each evaluation, the WIC Regional Nutritionist Supervisor and the WIC State Supervisor will meet with the Campbell County Public Health Nursing Director and the WIC staff to review the findings.

8. The Local WIC Agency budget will be drafted each February by the Campbell County Public Health Nursing Director, the WIC Clinic Supervisor, and the WIC Regional Nutritionist Supervisor, and reviewed by the WIC State Supervisor. After approval by the WIC Program, the budget will then be submitted to the County in a timely manner and incorporated into the annual Local WIC Agency/County Agreement.

9. Campbell County WIC staff will deliver WIC services in Campbell County.

10. The County Public Health Nursing Director will inform the WIC State Supervisor of any changes in County policy.

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The following page(s) contain the backup material for Agenda Item: [9:35 Contract to Provide Juvenile & Family Drug Court Services](#)

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed.

**OFFICE**

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Carol J. Seeger, Commissioners
Administrative Director

BOARD OF COMMISSIONERS

Robert Maul, Chairman
Rusty Bell
Colleen Faber
D.G. Reardon
Del Shelstad

MEMORANDUM

TO: Campbell County Commissioners

FROM: Bethany Raab

RE: Juvenile and Family Drug Court, Court Supervised Treatment Contract

DATE: 06/07/2021

Attached you will find a contract between the Wyoming Department of Health and Juvenile and Family Drug Court. The purpose of this agreement is to set forth the terms and conditions by which JFDC shall provide substance use disorder treatment services as a sentencing alternative. The award amount is \$98,557.60, in which all are State funds. Matching funds are required for this grant and are in JFDC's budget in the amount of \$76,493.70. HR/Risk, County Attorney and Grants have all reviewed the attached contract and requested no revisions to be made.

A representative from JFDC will be presenting this contract.

Thank you!

**CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION
AND
BOARD OF CAMPBELL COUNTY COMMISSIONERS AS GOVERNING BODY FOR
THE CAMPBELL COUNTY JUVENILE AND FAMILY DRUG COURT**

1. **Parties.** The parties to this Contract are Wyoming Department of Health, Behavioral Health Division (Agency), whose address is: 122 West 25th Street, Herschler Building 2 West, Suite B, Cheyenne, Wyoming 82002, and Board of Campbell County Commissioners as Governing Body for the Campbell County Juvenile and Family Drug Court (Contractor), whose address is: 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming 82716. This Contract pertains to the Court Supervised Treatment Program, Mental Health and Substance Abuse Services section of the Agency.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall provide substance use disorder treatment services as a sentencing alternative, in accordance with the Court Supervised Treatment Programs Act, Wyo. Stat. §§ 7-13-1601 through 1616, including all current state rules and regulations, Code of Federal Regulations (CFR) Title 42, and Agency policies and procedures, which are incorporated into this Contract by this reference.
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, 2021, or Effective Date, whichever is later, through June 30, 2022. All services shall be completed during this term.
4. **Payment.**
 - A. The Agency agrees to pay the Contractor for the services described in Section 5 below and in Attachment A, Statement of Work, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed ninety-eight thousand, five hundred fifty-seven dollars and sixty cents (\$98,557.60). Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Attachment B, Invoice, is attached to and incorporated into this Contract by this reference. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.
 - B. The total Contract amount in Section 4.A., above, includes ninety-six thousand, two hundred eighty-six dollars (\$96,286.00) for services listed in Attachment A.
 - C. The total Contract amount in Section 4.A., above, includes two thousand, two hundred seventy-one dollars and sixty cents (\$2,271.60) to be used for drug testing supplies and testing services.

- D. No payment shall be made for work performed before the Effective Date of this Contract. 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.
- E. Upon written notice of unusual circumstances from the Contractor that temporarily affect the Contractor's ability to fulfill the requirements of this Contract, the Agency may authorize payment if, in the sole judgement of the Agency, the circumstances warrant payment.
- F. Except as otherwise provided in this Contract, the Contractor shall pay all costs and expenses, including travel, incurred by Contractor or on its behalf in connection with Contractor's performance and compliance with all of Contractor's obligations under this Contract.

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

- A. Provide the services, supports, reports, and data as described in Attachment A and Attachment B.
- B. Comply with the duties outlined in Attachment C, Court Supervised Treatment Guidelines, which is attached to and incorporated into this Contract by this reference.
- C. Comply with the duties outlined in Attachment D, Business Associate Agreement, which is attached to and incorporated into this Contract by this reference.
- D. Comply with the duties outlined in Attachment E, Data Management Plan, which is attached to and incorporated into this Contract by this reference.

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

- A. Pay Contractor in accordance with Section 4 above.
- B. Consult with and advise the Contractor, as necessary, about the requirements of the Contract.
- C. Utilize data collected for reporting and decision-making.

7. **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 in the performance of this Contract.
- H. Confidentiality of Information.** All documents, data compilations, and reports owned by the Agency under the terms of this Contract shall be kept confidential by

the Contractor unless written permission is granted by the Agency for its release. If Contractor receives a request for information owned by the Agency, Contractor shall notify the Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the Agency. In all cases, Contractor shall ensure the confidentiality of information about clients by implementing the requirements of 42 CFR 2.31; and comply with the requirements of Wyo. Stat. § 7-13-1610.

- I. Entirety of Contract.** This Contract, consisting of ten (10) pages; Attachment A, Statement of Work, consisting of four (4) pages; Attachment B, Invoice, consisting of one (1) page; Attachment C, Court Supervised Treatment Guidelines, consisting of fifteen (15) pages; Attachment D, Business Associate Agreement, consisting of six (6) pages; and Attachment E, Data Management Plan, 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, with the exception of that contained in Attachment D, Business Associate Agreement.
- 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. 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.
- P. 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.
- Q. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, and reports submitted to the data system designated by the Agency in relation to the performance of this Contract. Upon termination of this Contract for any reason, Contractor agrees to submit a final report of all data not submitted to the data system designated by the Agency. Contractor owns all information not explicitly stated in Attachment A that is collected and maintained for the purpose of providing services pursuant to Wyo. Stat. §§ 7-13-1601 through 1615. Contractor agrees to submit information contained in the records designated by the Agency to the Agency as required by the reporting requirements of this Contract. Otherwise, the parties agree that Contractor remains solely responsible for the confidentiality, integrity, availability, maintenance, storage, and destruction of records owned by Contractor.
- R. 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).
- S. Insurance Requirements.**

- (i) During the term of this Contract, the Contractor shall obtain and maintain, and ensure that each subcontractor obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.
- (ii) All policies shall be primary over any insurance or self-insurance program carried by the Contractor or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- (iii) The Contractor shall provide Certificates of Insurance to the Agency verifying each type of coverage required herein. If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.
- (iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Agency. A copy of the policy endorsement shall be provided with the Certificate of Insurance.
- (v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Agency may, at the Agency's option, obtain and maintain, at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as the Agency may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Contractor under this Contract.
- (vi) All policies required by this Contract shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.
- (vii) The Agency reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

T. Insurance Coverage. The Contractor shall obtain and maintain the following insurance in accordance with the Insurance Requirements set forth above:

- (i) Commercial General Liability Insurance. Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:
 - (a) \$1,000,000.00 each occurrence;
 - (b) \$1,000,000.00 personal injury and advertising injury;

- (c) \$2,000,000.00 general aggregate; and
- (d) \$2,000,000.00 products and completed operations.

The CGL policy shall include coverage for Explosion, Collapse and Underground property damage. This coverage may not be excluded by endorsement.

- (ii) Workers' Compensation and Employer's Liability Insurance. Employees hired in Wyoming to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program, if statutorily required. Employees brought into Wyoming from Contractor's home state to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program or other state or private workers' compensation insurance approved by the Wyoming Department of Workforce Services, if statutorily required.

The Contractor shall provide the Agency with a Certificate of Good Standing or other proof of workers' compensation coverage for all of its employees who are to perform work under this Contract, if such coverage is required by law. If workers' compensation coverage is obtained by Contractor through the Wyoming Department of Workforce Services' workers' compensation program, Contractor shall also obtain Employer's Liability "Stop Gap" coverage through an endorsement to the CGL policy required by this Contract, with minimum limits as follows:

- (a) Bodily Injury by Accident: \$1,000,000.00 each accident;
- (b) Bodily Injury by Disease: \$1,000,000.00 each employee; and
- (c) Bodily Injury by Disease: \$1,000,000.00 policy limit.

- (iii) Unemployment Insurance. The Contractor shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. The Contractor shall supply Agency with a Certificate of Good Standing or other proof of unemployment insurance coverage.

- (iv) Automobile Liability Insurance. Automobile liability insurance covering any auto (including owned, hired, and non-owned) with minimum limits of \$1,000,000.00 each accident combined single limit.

- U. **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, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval from the Agency.

- V. **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.
- W. **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 sovereign 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. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to agree to certain terms and conditions supplied by the Contractor, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Contract or any attachments or documents incorporated by reference will not be binding on the State of Wyoming. 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 sovereign immunity shall be construed in favor of sovereign immunity.
- X. **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.
- Y. **Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.
- Z. **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.

- AA. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- BB. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- CC. 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.
- DD. 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.

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8. **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, Behavioral Health Division

Stefan Johansson, Interim Director

Date

Matthew Petry, MPA, Senior Administrator

Date

CONTRACTOR:

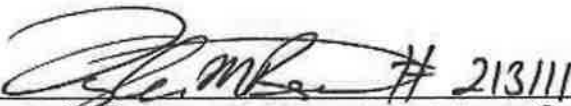
Board of Campbell County Commissioners as Governing Body for the Campbell County Juvenile and Family Drug Court

Signature

Date

Printed Name and Title

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



Tyler M. Renner, Senior Assistant Attorney General

06-03-2021

Date

Statement of Work (SOW)

Wyoming Department of Health, Behavioral Health Division (Agency)
Services to be provided by Board of Campbell County Commissioners as Governing Body for
the Campbell County Juvenile and Family Drug Court (Contractor)
For services to be provided from July 1, 2021, or Effective Date, whichever is later, through
June 30, 2022

I. Purpose

The purpose of the Contract is to set forth the terms and conditions by which the Contractor shall provide substance use disorder treatment services as a sentencing alternative, in accordance with the Court Supervised Treatment (CST) Program Act, Wyo. Stat. §§ 7-13-1601 through 1616, including all current state rules and regulations, Code of Federal Regulations (CFR) Title 42, and Agency policies and procedures.

II. Definitions

- A. **Ancillary Services** - any service provided to the participant not directly related to substance abuse treatment
- B. **Participant Status** - status of the participant; i.e. pre-program, in-program, graduated, post-program, ineligible, suspended, terminated
- C. **Supervision Contacts** - any supervising individual; usually probation, parole, or monitoring agent; who has contact with the participant
- D. **Secondary Participants** - any relative who receives services of the CST Program in conjunction with the participant

III. Scope of Work

- A. **Corrective Action Plans and Withholding of Funds**
 - 1. Failure to comply with this SOW may result in the Contractor submitting a Corrective Action Plan (CAP) to the Agency within a specified time period, determined by the Agency. Failure to implement the CAP may result in the withholding of funds or termination of this Contract.
 - 2. The Agency may withhold full or partial payment to the Contractor for failure to submit any required forms, reports, information, or deliverables required to be submitted or completed in this Contract, SOW, and Attachments.
 - a. Payment may be withheld until the Contractor:
 - i. Submits the required reports, forms, and information;
 - ii. Submits completed required reports, forms and information; or
 - iii. Completes the requirements of this SOW

IV. Deliverables Table

TOTAL PAYMENT UNDER THE CONTRACT NOT TO EXCEED NINETY-EIGHT THOUSAND, FIVE HUNDRED FIFTY-SEVEN DOLLARS AND SIXTY CENTS (\$98,557.60).

DELIVERABLE	TIMELINE
A. Maintain four (4) average adult participants and four (4) average juvenile participants each quarter, as awarded by the funding panel and reported on the designated data system	Report is due by the last business day of the month following the reported quarter within the Contract term
DELIVERABLE	TIMELINE
B. Enter data into the Agency designated data system including, but not limited to:	Report is due by the last business day of the month following the reported quarter within the Contract term
1. Participant statuses	
2. Number of screenings	
3. Demographic information	
4. Drug test quantities and results	
5. Days of sobriety	
6. Units and levels of treatment services	
7. Ancillary services	
8. Supervision contacts	
9. In-Program recidivism	
10. Post-Program recidivism	
11. Secondary participants	
12. Number of drug-free babies born in-Program	
DELIVERABLE	TIMELINE
C. Submit Unemployment Certificate of Good Standing	October 1, 2021
DELIVERABLE	TIMELINE
D. Submit Worker's Compensation Certificate of Good Standing	October 1, 2021
DELIVERABLE	TIMELINE
E. Submit independent financial audit report from previous fiscal year	January 31, 2022
DELIVERABLE	TIMELINE
F. Submit an itemized year-end financial statement for the entire Program. The statement shall be signed by the Contractor's fiscal agent and submitted to the Agency	August 30, 2021

Attachment A
Statement of Work

DELIVERABLE	TIMELINE
G. Report to Agency CST Program staff, by email at cstprogram@wyo.gov, any Sentinel Event that has occurred regarding the Contractor's clients or staff. Sentinel Events are those involving death or serious physical or psychological injury or risk thereof	Ongoing throughout Contract Term unless otherwise stated
DELIVERABLE	TIMELINE
H. Implement Program according to governing statutes, state rules and regulations, and state policies including, but not limited to the following:	Ongoing throughout Contract Term unless otherwise stated
1. Treatment contract requirements	
2. Drug testing requirements	
3. Monitoring requirements	
4. Utilizing match funds	
DELIVERABLE	TIMELINE
I. Maintain or exceed the following Program goals:	Ongoing throughout Contract Term unless otherwise stated
1. Fifty-nine percent (59%) or higher retention rate for participants	
2. Less than twelve percent (12%) in-Program recidivism	
3. Track post-Program recidivism for at least three (3) years for participants that have graduated or terminated from the Program	
4. One hundred percent (100%) compliance with a requirement for participants to have at least one hundred twenty (120) days of sobriety prior to graduation	
DELIVERABLE	TIMELINE
J. All members of the CST Program team and Substance Abuse Treatment Provider must meet training requirements as outlined in Attachment C, CST Program Guidelines, Key Component #9:	Ongoing throughout Contract Term unless otherwise stated
1. Submit verification of training hours for each team member	
DELIVERABLE	TIMELINE
K. National Accreditation	Ongoing throughout Contract Term unless otherwise stated
1. Ensure Substance Abuse Treatment Provider maintains appropriate national accreditation for substance use disorder services provided under this Contract	
DELIVERABLE	TIMELINE
L. State Certification	Ongoing throughout Contract Term unless otherwise stated
1. Ensure Substance Abuse Treatment Provider maintains appropriate state certification for substance use disorder services provided under this Contract	

Attachment A
Statement of Work

DELIVERABLE	TIMELINE
M. Continue to Implement CST Guidelines, outlined in Attachment C	Ongoing throughout Contract Term unless otherwise stated

DELIVERABLE	TIMELINE
N. Budget	
1. Submit revised budget based on this Contract amount	July 31, 2021
2. Submit budget revision requests as necessary after revised budget has been submitted to the Agency	Ongoing throughout Contract Term unless otherwise stated

DELIVERABLE	TIMELINE
O. Coordinator's Meeting	Date to be determined by Agency, notice will be provided thirty (30) days in advance
1. Contractor's Program coordinator shall attend annual Coordinator's meeting if offered by the Agency	

DELIVERABLE	TIMELINE
P. Submit Attachment B, Invoice, and Supporting Expenditure documentation for payment	The 25 th business day of each month through Contract Term

V.

Changes to SOW

The Contractor shall submit a written request to the Agency if changes to the SOW are desired. The written request shall include the changes being offered and the reason for the changes. The Agency shall review the request and any additional information provided regarding the changes, and shall provide the Contractor with written notice of acceptance or denial of said request within thirty (30) days.

In the event it is determined by the Agency that a change to the SOW is required, a contract amendment shall be made to this Contract in accordance with Section 7.A. of this Contract.

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CST Program Annual Budget

FY22

Remit Payment To:

CST Program Name:	
CST Program Address:	
CST Program City, State, Zip:	
CST Program Contact:	
CST Program Contact Title:	
CST Program Email:	
CST Program Contact Phone:	
CST Program Contact Fax:	

FUNDING SOURCES and AMOUNTS	Requested State Funds	Local Funds	In-Kind	Federal Funds	Program Participant Fees	Other (City & County Funds or Other State Funds/Salaries)	Total Match and Other Funds Available to the CST Program
ADMINISTRATIVE		REQUIRED MATCH DOLLARS					
Salaries and Wages (Not including Treatment / Supervision)							\$0.00
Employee Benefits (Not including Treatment/Supervision)							\$0.00
Professional Services Fees (Please Specify)							\$0.00
Internet Service							\$0.00
Telephone/Cell Phone							\$0.00
Utilities							\$0.00
Vehicle Expenses/Maintenance							\$0.00
Office Supplies							\$0.00
Computer Hardware							\$0.00
Computer Software and/or Supplies							\$0.00
Photocopier							\$0.00
Postage							\$0.00
Advertising							\$0.00
Equipment Maintenance							\$0.00
Equipment Rental/Purchase							\$0.00
Office Space							\$0.00
Construction Costs							\$0.00
Grant Writing							\$0.00
Case Management System							\$0.00
Audit Costs							\$0.00
Professional Services Contract (Please Specify)							\$0.00
Program Evaluation							\$0.00
TRAVEL/TRAINING							
Travel In-State							\$0.00
Travel Out-of-State							\$0.00
Training Fees							\$0.00
Miscellaneous Meeting Expenses							\$0.00
Client Transportation							\$0.00
Community Training							\$0.00
TREATMENT/SUPERVISION							
Substance Abuse Treatment							\$0.00
Substance Abuse Treatment Salaries and Wages (if applicable)							\$0.00
Substance Abuse Treatment Employee Benefits (if applicable)							\$0.00
Mental Health and/or Other Counseling Services							\$0.00
Educational Program							\$0.00
Educational Materials							\$0.00
Drug Testing Supplies							\$0.00
Drug Testing (On-site and Confirmation)							\$0.00
Monitoring (Electronic)							\$0.00
Graduation and Incentives							\$0.00
Family Activities							\$0.00
National Accreditation Not in Contract							\$0.00
Other Program Materials							\$0.00
MISCELLANEOUS EXPENSES (Please Specify)							
A. Quality of Life Dollars							\$0.00
B. State Approved \$7500 for CARF							\$0.00
C. Contract Amount Drug Testing/Supplies	\$2,271.60						\$0.00
Line Totals	\$2,271.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Total State Funds Request	\$	2,271.60
TOTAL MATCH USED AGAINST GRANT	\$	

Total Budget	\$	2,271.60
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Attachment C
Court Supervised Treatment Guidelines

Wyoming Department of Health
Behavioral Health Division
Court Supervised Treatment Program Guidelines

Attachment C
Court Supervised Treatment Guidelines

Definitions

The following definitions shall apply in the interpretation and enforcement of these Guidelines.

- 1** “Dangerous substances” is defined by Wyo. Stat. Ann. § 33-24-125.
- 2** “Diluted sample” means a urine sample where the creatinine value is below 20 mg/dl due to excessive fluid consumption.
- 3** “Participating agencies” means agencies who provide members of the team as listed in Wyo. Stat. Ann. § 7-13-1609(a) and any other agency that augments Court Supervised Treatment (CST) Program services.
- 4** “Agency” means Wyoming Department of Health, Behavioral Health Division, CST Program
- 5** “Contractor” as defined by the Contract, Section 1. Parties.

Key Component #1: Contractor shall integrate alcohol and other drug treatment services with justice system case processing.

1-1: Contractor shall meet the minimum standards of the judicial branch listed in Wyo. Stat. Ann. §7-13-1604 and the Rules Governing Judicial Participation in CST programs, which require the cooperation and support of many other agencies and programs.

1-2: Contractor shall align with, and not contradict or supersede, generalized judicial statutes legislated and determined by the State. Contractor shall work cooperatively with local, traditional court systems to enhance appropriate referrals and to coordinate court schedules and hearings.

1-3: Participating Agency staff designated to the Contractor shall be assigned based on personal interest in the CST Program, interpersonal skills, motivation, and professional abilities or licensure. Staff job descriptions shall include the CST Program role and responsibilities.

1-4: Contractor shall create clear job descriptions, including duties and expectations, for each member and role of the team. Job descriptions shall be reviewed annually and revised as necessary. Team members shall have access to all other members’ job descriptions. Policies and procedures related to job duties shall be developed and reviewed annually. Contractor teams shall strive to maintain appropriate competencies in each team role. An example of possible competencies can be found in the “Core Competencies Guide Adult Drug Court Planning Initiative (DCPI) Trainings” produced by the National Drug Court Institute.

1-5: Participating agencies should make staff assignments to the CST Program for a minimum of two (2) years to ensure stability and continuity of day-to-day operations and to strengthen collaborative relationships between the key professionals.

1-6: Each team shall consist of the members listed in Wyo. Stat. Ann. § 7-13-1609(a).

1-7: Contractor shall adopt written policies and procedures for staff responsible for probation or surveillance duties. Nothing in this section, or in the Contractor’s policies and procedures created in response to this section, shall be construed to limit the statutorily allowed powers of certified officers who are fulfilling probation or surveillance duties on behalf of the CST Program.

Attachment C
Court Supervised Treatment Guidelines

1-8: The judicial branch and participating agencies should support the Contractor by making appropriate adjustments to internal policies, practices, and procedures to ensure successful day-to-day operation of the CST Program.

1-9: Contractor shall:

- a. Require agency-wide communication and cooperation among dedicated CST Program personnel, including treatment providers, in a timely manner.
- b. Cooperate with the collection and maintenance of statistical and evaluation information based on statewide standards.

1-10: The Contractor's team and board of directors, where a program has a board of directors, shall collaboratively develop, review, and agree upon all aspects of CST Program operations. The team shall create a written policy and procedures manual and review it annually. The policy and procedures manual shall be amended if necessary.

- a. Contractor shall use validated, complete assessment tools to measure risk, needs, responsivity, and protective factors for each participant prior to Program entry.
- b. Contractor shall provide, either in house or by contract, manualized treatment curriculums, with fidelity to the model, which are recognized as consistent with best practice standards. Programs are encouraged to add content to a manualized treatment curriculum to effect greater participant interest and engagement.
- c. Contractor shall avoid the interaction of participants with low and high-risk needs.
- d. Screening and assessment results shall be used for both CST Program eligibility and to determine level and type of care and supervision. Screening and diagnosis of clinical needs should take place prior to Program entry.

1-11: All CST Program team members shall attend and participate at each scheduled pre-court staff meeting and status hearing in accordance with Wyo. Stat. Ann. § 7-13-1609(b). At a minimum, pre-court staff meetings shall occur at the same frequency as, and in advance of, scheduled status hearings and the entire Program team shall be in attendance. The meetings should happen two (2) times per month, at a minimum.

1-12: Contractor shall not discriminate based on any individual's race, ethnicity, gender, gender identification, sexual orientation, sexual identity, physical or mental disability, religion, drug of choice, or socioeconomic status.

1-13: Contractor shall have a written consent or release of information form in accordance with Wyo. Stat. Ann. § 7-13-1607(c); participants provide voluntary and informed consent about what information will be shared between team members. Participants shall be informed of any exceptions, including mandatory reporting of explicit safety concerns or as specified by law.

1-14: Contractor shall follow all confidentiality laws and practices. (See, Public Health Service Act, 42 U.S.C. 290dd-2 and 290ee-3; and federal regulations at 42 C.F.R. Part 2). CST Program information and records shall remain confidential, except as authorized for disclosure under these standards and as allowed for in law, as authorized for the purposes of research or evaluation. The CST Program Judge, in conjunction with the CST Program Manager, shall supervise the application of confidentiality laws and standards in the CST Program.

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1-15: Contractor shall receive training on federal and Wyoming confidentiality requirements, to include Wyo. Stat. Ann. § 7-13-1610 and Wyo. Stat. Ann. § 35-2-606, and how they affect CST Program practitioners and contractors.

1-16: Contractor shall collect, enter, and maintain any statistical information or data required by the State or as directed by the Contract.

Key Component #2: Using a non-adversarial approach, prosecution and defense counsel promote public safety while protecting participants' due process rights.

2-1: A prosecutor (District Attorney) and a defense counsel shall be assigned as members of the CST Program team and shall participate in the design, implementation, and operations of the CST Program.

2-2: The prosecutor and defense counsel shall work to create a sense of stability, cooperation, and collaboration in pursuit of the Contractor's goals. The pursuit of justice, as well as the preservation of the constitutional rights of CST Program participants, shall be ensured by both attorneys.

2-3: The prosecutor and defense counsel shall consistently attend team meetings (pre-court staff meetings and status hearings).

2-4: The prosecutor shall assist in determining whether a defendant is eligible for entry to the CST Program; agree that a positive drug test or open court admission of drug use should not result in the filing of additional drug charges; and work collaboratively with the team to decide on a team response to participant behavior including incentives, sanctions, or when termination from the CST Program is warranted.

2-5: The CST Program participant's defense counsel shall review the police reports, arrest warrant, charging document, all CST Program documents, and other relevant information; advise the defendant as to the nature and purpose of the CST Program, the rules governing participation, the merits of the CST Program, the consequences of failing to abide by the CST Program rules, and how participation or non-participation will affect his interests; provide a list of and explain all of the rights the defendant will temporarily or permanently relinquish; and advise the defendant on alternative options. The defendant's defense counsel shall explain that the prosecution has agreed that a positive drug test or admission to drug use in open court should not lead to additional charges; encourage truthfulness with the judge and treatment staff; and inform the defendant they will be expected to take an active role in status hearings, including speaking directly to the judge as opposed to doing so through an attorney. The CST Program defense counsel shall work collaboratively with the team to decide on team response to participant behavior including incentives, sanctions, and when or whether termination from the CST Program is warranted.

2-6: Both the prosecution and the defense attorney shall perform their tasks as part of the CST Program eligibility and admission process as swiftly as possible, including working with stakeholders in the legal system to shorten the time to entry into the CST Program.

Key Component #3: Eligible participants are identified early and promptly placed into the CST Program.

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3-1: Consideration for admission to the CST Program shall be limited to potential participants who meet the criteria established under Wyo. Stat. Ann. § 7-13-1607(a) & (b).

3-2: Participant eligibility requirements and intake and referral standards shall be defined objectively, agreed upon by all members of the Contractor team, included in writing as part of the Contractor's policies and procedures, and communicated to potential referral sources and shall meet the requirements established under Wyo. Stat. Ann. § 7-13-1607(c).

3-3: Contractor shall monitor and address, if identified, whether equivalent access and retention is available to individuals who have historically experienced sustained or reduced social opportunities because of their race, ethnicity, gender, sexual orientation, sexual identification, physical or mental disability, religion, or socioeconomic status and ensure that those individuals receive the same opportunities as other individuals to participate and succeed in the CST Program.

3-4: Contractor shall target individuals classified as high risk and high need with alternate tracks for other risks and needs.

3-5: Assessment for substance use disorder and other treatment needs shall be conducted by a treatment staff member(s) licensed or certified through the Wyoming Mental Health Professionals Licensing Board.

3-6: The Contractor shall use validated clinical assessments for service planning and to address treatment and complementary service needs.

3-7: Participants shall be screened for CST Program eligibility as soon as possible by designated members of the Contractor's team, as identified by Contractor's policies and procedures. Contractor shall have participants begin the Program as soon as possible.

3-8: Participants considered for the CST Program shall be promptly advised about the Program, including the requirements, scope, and potential benefits and effects on their case.

3-9: Contractor shall accept individuals with serious mental health disorders, co-occurring disorders, and medical conditions. Exclusion of a person with serious mental health disorders, co-occurring disorders, and medical conditions shall be documented with sound reasoning, which shall not conflict with the American Disabilities Act or the Olmstead decision (119 S.Ct. 2176).

3-10: Contractor shall maintain an appropriate caseload based on the capacity to effectively serve all participants in compliance with these standards.

3-11: All participants shall receive a participant handbook upon accepting the terms of participation and entering the CST Program. Receipt of the participant handbook shall be acknowledged through a signed form and documented in the Contractor's file.

Key Component #4: Contractor provides access to a continuum of alcohol, drug, and other related treatment and rehabilitation services.

4-1: CST Program participants shall be required to participate in a comprehensive and integrated program of alcohol, drug, and other related treatment and rehabilitation services and recovery services, based on individual participant need as approved by the Contractor.

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4-2: The primary goal of the CST Program shall be abstinence from alcohol, drugs, and other dangerous substances and developing a life of recovery, consistent with the judicial requirements of the Program and Wyo. Stat Ann. § 7-13-1603(b).

4-3: Contractor services shall be provided in a gender appropriate, culturally competent, and trauma informed manner.

4-4: A single State certified treatment agency shall provide the primary treatment services and should communicate with the treatment providers who work with participants from other agencies in order to assure participant needs are being appropriately addressed.

4-5: Contractor shall offer a comprehensive range of treatment and recovery services based on individual needs. The standards for the treatment program for a CST Program shall be in accordance with State statutes and the Rules and Regulations of the Agency's Mental Health and Substance Abuse Services Section, which are incorporated into the Contract by this reference. Overall duration and amount of treatment and recovery services for participants shall be based on the individual's American Society of Addiction Medicine (ASAM) placement criteria and on the individual's risk and needs determined by validated standardized assessments.

4-6: Contractor shall offer to, or facilitate the referral of, a participant to the following treatment modalities and components, as needed:

- a. The modalities and components listed in the Rules and Regulations of the Agency's Mental Health and Substance Abuse Services Section.
- b. Trauma informed care.
- c. Stable living: housing, education, and employment needs.
- d. Hepatitis, HIV, and sexually transmitted disease education, testing, and counseling.
- e. Treatment of mental illness.
- f. Criminal thinking programming.

4-7: The Contractor's treatment providers shall incorporate services and training consistent with the CST Program model and treatment best practices for all staff who work with CST participants.

4-8: When a Contractor has a waiting list, the Contractor shall implement treatment readiness programs for participants who are on the Program waiting list.

4-9: Contractor shall incorporate a court based phase or level system based upon risk and need levels. Individuals with different risk and need levels may attend the same group therapies but shall have differing supervision levels according to risk and need levels.

4-10: Contractor shall use standardized, manualized, behavioral or cognitive-behavioral, evidence-based treatment programming, implemented with fidelity, to ensure quality and effectiveness of services and to guide practice.

4-11: Participants shall not be incarcerated to achieve clinical or social service objectives. The Contractor's team shall only recommend incarceration consistent with Wyo. Stat. Ann. §7-13-1608(b).

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4-12: Advancement within, and graduation from, the CST Program shall be based upon the participant satisfying the established minimum criteria.

4-13: Successful discharge or termination from the CST Program shall occur with the final approval of the CST Program Judge, in collaboration with the Contractor's team, in accordance with Wyo. Stat. Ann. § 7-13-1608(c).

4-14: To ensure adequate client safety and care, the Contractor's treatment providers shall have a quality assurance program designed to evaluate the quality of care provided and promote efficient and effective services.

4-15: Contractor shall follow best practices regarding medication assisted treatment (MAT), including utilizing appropriately licensed medical professionals.

4-16 Participants shall attend self-help or peer support groups as indicated, based on treatment provider assessment and court approval.

4-17: Contractor's treatment providers shall comply with the Rules and Regulations of the Agency's Mental Health and Substance Abuse Services Section and any other applicable state and federal laws and shall provide services in accordance with the established scope of services and standards of the CST Program.

4-18: Alcohol and drug testing of participants shall be conducted in accordance with Wyo. Stat. Ann. § 7-13-1612.

4-19: Contractor's treatment provider shall designate a staff member(s) who is licensed or certified through the Wyoming Mental Health Professionals Licensing Board and who shall be present at all CST Program sessions to report on participants' progress, compliance, etc. The staff member shall be adequately aware of the participants' status to report accurately to the CST Program Judge.

4-20: Contractor's treatment provider shall provide reports, as defined in a memorandum of understanding (MOU), contract, or internal policy, of participants' assessments, attendance at treatment sessions, progress reports, and discharge summaries.

Key Component #5: Abstinence is monitored by frequent alcohol and other-drug testing.

5-1: Results of drug testing shall be used by Contractor to determine:

- a. If a participant is progressing satisfactorily.
- b. If a case plan needs modifying.
- c. Appropriate incentives or sanctions.
- d. Appropriate treatment level of care.
- e. Therapeutic adjustments.
- f. Whether a participant should be terminated or graduated from the CST program.

5-2: Evidence of a drug test result should not be used as evidence of a new crime or as the sole basis for probation violations.

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5-3: Contractor shall adopt written policies and procedures documenting drug testing protocols and following the standards as described in these Guidelines and the included Appendix A.

5-4: Contractor shall implement a standardized system in which participants will participate in drug testing. Testing shall be administered randomly and unpredictably in accordance with Wyo. Stat. Ann. § 7-13-1612. Testing shall occur on weekdays, weekends, and holidays. As treatment dosage and supervision is reduced, drug testing shall be maintained until the participant has shown significant progress in meeting target behaviors including relapse prevention skills.

5-5: Contractor shall utilize urinalysis as the primary method of drug testing; a variety of alternative methods may be used to supplement urinalysis including breath, blood, hair, and saliva testing, patch, and electronic monitoring. Contractor shall use scientifically valid and reliable testing procedures.

5-6: All urine test samples shall be examined for dilution and adulteration. In the event the participant provides a diluted, altered, or positive sample, or fails to submit a sample, this information shall be communicated with the Contractor's team immediately and shall be responded to as a participant falsehood or tampering with evidence.

Key Component #6: A coordinated strategy governs Contractor's response to participants' compliance.

6-1: Contractor shall have a formal system of responses to participant behavior—including therapeutic adjustments, incentives, and sanctions—established in writing and included in the Contractor's policy and procedure manual in accordance with the Rules and Regulations of the Agency's Mental Health and Substance Abuse Services Section. The Contractor shall provide these Guidelines to team members for use in pre-court staff meetings.

6-2: A therapeutic adjustment means an adjustment to a treatment plan where participants are compliant with treatment and supervision requirements, but are otherwise not responding to treatment interventions. In this case, the participant shall be reassessed and the treatment plan adjusted accordingly. Only the treatment provider may recommend specific therapeutic adjustments to the judge. The CST Program Judge shall make the final decision regarding the incentive, sanction, or therapeutic adjustment.

6-3: Phase promotion shall be predicated on the achievement of realistic and defined behavioral objectives, such as completing a treatment regimen and remaining drug and alcohol-abstinent for a specific period of time. Incentives and sanctions may change over time as participants advance through the phases of the Program. It is best practice to use a number of incentives equal to or greater than the number of sanctions.

6-4: Before entering the CST Program, participants shall be informed in writing and verbally about the types of incentives and sanctions used in the CST Program and the types of behaviors that result in a range of incentives, sanctions, and therapeutic adjustments. Participants shall not be provided with a "grid" that specifies a particular response for each type of behavior.

6-5: The formal system of responses to participant behavior shall be organized on a gradually escalating scale, offering a range of options, applied in a consistent and appropriate manner to match individual participant conduct, level of compliance, and risk and need level. The

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Contractor's team should consider proximal and distal goals in determining the appropriate response to participant behavior.

6-6: Incentives, sanctions, and therapeutic adjustments shall be tailored to the individual participant by obtaining information about the participant during the assessment process, through conversations in pre-court staff meetings, and with the participant in court and case management meetings.

6-7: Information regarding incidents of participant noncompliance shall be communicated as soon as possible, including between court staffings, to all members of the Contractor's team to coordinate an appropriate response to the noncompliance incident.

6-8: Responses to participant noncompliance shall come as close in time as possible to the targeted behavior.

6-9: Responses to behavior shall be certain, fair, and of the appropriate intensity. All responses shall focus on specific behaviors and be administered with a clear direction for the desired behavior change.

6-10: Consequences shall be imposed for the nonmedical use of intoxicating or addictive substances including alcohol, cannabis, prescription medications, and any other mood altering substance, regardless of the licit or illicit status of the substance. The Contractor's team relies on medical input, preferably from the participant's healthcare provider, to determine whether a prescription for an addictive or intoxicating substance is a medical necessity and whether non-addictive, non-intoxicating, and medically safe alternative treatments are available.

6-11: Therapeutic adjustments may be used when a participant is not responding to treatment interventions but is otherwise in compliance with CST Program requirements. Participants may be terminated from the CST Program in accordance with Wyo. Stat. Ann. § 7-13-1608(b) and(c). If a participant is terminated from the CST Program because adequate treatment is not available, that information shall be provided to the sentencing judge upon remand.

6-12: Sanctions shall be implemented in a way for the participant to understand the consequence of noncompliance with the Contractor's rules without being viewed simply as punitive. Participants shall be informed of the behavior expected of them and shall be offered help to meet those expectations. Sanctions are delivered without expression of anger, ridicule, foul or abusive language, or shame.

6-13: The Contractor's team shall come to a mutual agreement on incentives, sanctions, and therapeutic adjustments to prevent conflict between team members. Staff meetings can help coordinate on the appropriateness of a sanction based on proximal and distal considerations.

6-14: Contractor may assess fees on a flat fee or sliding scale basis. Participants are encouraged to have paid all required program fees prior to graduation. Contractor must work with each participant to establish a payment plan and monitor payment progress to ensure lack of payment does not become a barrier to phase advancement or graduation.

6-15: Contractor shall assess, collect, and expend Program fees consistent with Wyo. Stat. Ann. §7-13-1605 (c) (ii) and the Rules and Regulations of the Agency's Mental Health and Substance Abuse Services Section. Fees may be expended to offset the costs of the CST Program.

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6-16: Contractor must have a process to address inability to pay for participants to ensure equal access based upon socioeconomic status.

6-17: Contractor must use jail sanctions sparingly and with the intention of modifying participant behavior in a positive manner. Contractor shall follow state statutes governing the use of jail sanctions when using jail as a sanction in accordance with Wyo. Stat. Ann. §7-13-1608(b) and (c).

6-18: To graduate, participants must have steady employment, be enrolled in school, college, trade school, or engaged in some qualifying productive activity approved by the Contractor's team.

6-19: To graduate, participants must have a sober and sustainable housing environment that is conducive to recovery.

Key Component #7: Ongoing judicial interaction with each CST Program participant is essential.

7-1: The focus and direction of the CST Program are provided through effective leadership of CST Program Judge, in partnership with the Contractor's team. The Judge is in a unique position to exert effective leadership in the promotion of coordinated drug control efforts. To encourage full commitment to the success of the CST Program, the Judge shall allow the Contractor's team to participate fully in the design and implementation of the CST Program. The Judge shall maintain a non-adversarial atmosphere in the CST Program. All staff must see their job as the facilitation of the participant's rehabilitation. The Judge is one of the key motivational factors for the participant to seek habilitation or rehabilitation. Less formal and more frequent court appearances must be scheduled to allow the Judge to motivate and monitor the participants.

7-2: The referring judge can also serve as the CST Program Judge; it is not a conflict of interest in accordance with Wyo. Stat. Ann. § 7-13-1604(b). The CST Program Judge can be either the sitting judge from a traditional court or a magistrate.

7-3: The CST Program Judge and the Contractor's team should serve as supporters of the CST Program. They represent the CST Program in the community, before the federal, state, and local governments, criminal justice agencies, tribal entities, and other public forums.

7-4: The CST Program Judge should serve a term of at least two (2) years. Consistency of the Judge for participants correlates with better outcomes. Rotating or alternating judges should be avoided. The Contractor's team should include one primary judge and a second judge trained in the CST Program philosophy and protocols to cover any status hearings during the absence of the primary judge. It is recommended the second judge rotate through the CST Program for a term of at least two (2) years to ensure better outcomes.

7-5: The CST Program Judge shall be knowledgeable on the CST Program model, substance use disorders, treatment methods, recovery best practices, substance screening, trauma, and other related issues.

7-6: The CST Program Judge offers supportive comments to participants, stresses the importance of their commitment to treatment, other CST Program requirements, and expresses optimism about the participants' abilities to improve their health and behavior. The Judge shall not humiliate participants or subject them to foul or abusive language. The Judge allows participants a reasonable opportunity to explain their perspectives concerning factual controversies and the imposition of sanctions, incentives, and therapeutic adjustments.

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7-7: The CST Program Judge shall conduct court in a way that all participants benefit by observation of others as they progress or fail to progress in the CST Program.

7-8: The CST Program Judge makes final decisions concerning the imposition of incentives or sanctions that affect a participant's legal status or liberty after taking into consideration the input of the Contractor's team members and discussing the matter in court with the participant or the participant's legal representative in accordance with Wyo. Stat. Ann. § 7-13-1609. The Judge relies on the input of trained treatment professionals when imposing treatment-related conditions.

7-9: A regular schedule of status hearings shall be used to monitor participant progress. Participants shall attend weekly, or every other week, status hearings while in the first phase of the CST Program, depending on the participant's risk and need. This schedule may continue through additional phases. Frequency of status hearings may vary based on participant needs and program policies.

7-10: At status hearings, the CST Program Judge shall speak with each participant individually.

7-11: The CST Program Judge shall strive to spend at least three (3) minutes with each participant during status hearings.

Key Component #8: Monitoring and evaluation measure the achievement of program goals and gauge effectiveness.

8-1: Data needed for CST Program monitoring and management shall be kept in a state-wide electronic data system designated by the Agency, easily obtainable and maintained in useful formats for regular review by the Contractor's teams and management. Information and data collected in the automated database shall contain a required set of data elements. These data elements are listed in Wyo. Stat. Ann. §7-13-1613 and Rules and Regulations of the Agency's Mental Health and Substance Abuse Services Section.

8-2: Contractor shall use an electronic database specified by the Agency for collection of participant demographic and program activity data. The Contractor is responsible for collecting all information necessary to calculate the approved performance measures and to report as much information available about participants, as identified in the electronic database.

8-3: Contractor's staff members should record information concerning the provision of services and in-program outcomes within seventy-two (72) hours of the respective events.

Key Component #9: Continuing interdisciplinary education promotes effective CST Program planning, implementation, and operations.

9-1: Contractor shall provide orientation and training for their staff and team members including those employed by participating agencies and the Contractor shall act as soon as practicable to provide appropriate training for new staff and team members. Budgets should include funding for training of Contractor team members.

9-2: Contractor shall address staff training requirements and continuing education in their policy and procedures manual. Recommended training shall align with state and national standards and practices endorsed by the National Association of Drug Court Professionals (NADCP) and its divisions (National Drug Court Institute, National Center for DWI Courts, and Justice for Vets).

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Treatment practices must be evidence-based practices endorsed by, the Substance Abuse and Mental Health Services Administration, or culturally based practices deemed effective and appropriate.

- a. Training not provided by the NADCP, or its divisions, or the Agency must be submitted to the Agency for approval as accepted CST Program-specific curriculum at least fourteen (14) days prior to the training event.
- b. All probation and surveillance officers shall complete an approved training program before conducting field work in a home or bar check situation. A probation or surveillance officer who has not yet been trained may accompany a trained officer for such activities, but must complete the training within six (6) months of initial hire.

9-3: Contractor's staff shall be educated across disciplines for professional development, cultural responsiveness, and team building. Training and education should include topics such as the CST Program model, best practices, substance use disorder, drug, alcohol, and mental health treatment, co-occurring disorders, sanctions and incentives, drug testing standards and protocols, confidentiality and ethics, recognizing implicit cultural biases and correcting disparate impacts for members of historically disadvantaged groups, and proficiency in dealing with participants' race, culture, ethnicity, gender and sexual orientation, and trauma.

9-4: Contractor's team should attend training conferences yearly or every other year as provided by state or national CST Program organizations.

9-5: The Contractor's new team members shall receive forty (40) hours of CST Program-specific or Agency approved formal orientation and training administered and provided by previously trained team members within six (6) months of joining the team. Formal training can include online webinars, CST Program trainings, and conferences.

- a. If the Contractor's treatment providers, other than the treatment provider representative on the team, provide direct services to CST Program participants, they must also have forty (40) hours of training, as described above, within six (6) months of initial provision of services.
- b. All Contractor team members and individual treatment providers who provide services for CST Program participants must complete six (6) hours of CST Program-specific training each subsequent year. Training hours in excess of the annual six (6) hours may be carried over for up to one (1) year, subject to Agency approval.
- c. Training that qualifies to meet the requirements above may include CST Program specific courses and seminars provided by the U. S. Department of Justice, the NADCP and its divisions, the National Drug Court Resource Center, Treatment Court Online, any state drug court association recognized by the Agency, or the Agency. In order to receive credit for training sponsored by any other person or entity, the applicant must first receive the written approval of the Agency. To request approval of the course or seminar, the applicant must first submit a written request together with a detailed summary of the training and course outline at least fourteen (14) days prior to the training.

9-6: The CST Program Judge receives specialized training in legal and constitutional issues, judicial ethics, behavior modification, and community supervision.

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Key Component #10: Forging partnerships among CST Programs, public agencies, and community-based organizations generates local support and enhances CST Program effectiveness.

10-1: Contractor shall utilize other community-based services and treatment providers that may be able to augment CST Program services including, but not limited to, private and public social service agencies, law enforcement, health providers, business community, faith community, media, consumer-run recovery organizations, and other entities which may help the CST Program meet its mission.

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Appendix A: Drug Testing Protocols

A-1: Contractor shall adopt written policies and procedures that document its drug testing protocols. The Contractor's drug testing policies and procedures shall address, at a minimum, these topics:

- a. The types of drug testing to be performed.
- b. Drug testing frequency, including description of random drug-test component.
- c. What, if any, steps will be taken in handling disputed results.
- d. If the Contractor's drug testing procedures necessitate preservation of the drug testing samples, the Contractor's policies shall document the steps necessary to maintain proper chain of custody of test specimens and results.
- e. Descriptions of what will be considered a "positive" test result.

A-2: Each CST program shall document its urinalysis (UA) collection protocols following these guidelines:

- a. All urine collection shall be observed except as described in Subsection C.
- b. Collectors must have an unobstructed view of the specimen flow and must be of the same gender as the participant providing the specimen (no exceptions); trans-gender or trans-sexual participants should be given the opportunity to choose the gender of the official collecting the samples.
- c. Take unobserved specimens only when the participant and the collector are not of the same gender or it is virtually impossible to collect an observed specimen (i.e., where circumstances beyond the control of the collector preclude the collection of an observed specimen).
 1. In the rare case of unobserved urine specimens, procedures must be documented that would minimize ability of the participant to adulterate the specimen, and call the participant to be tested again under observation within twenty-four (24) hours.
- d. The Contractor's collectors shall be trained in collection, testing, and chain of custody procedures if appropriate for their CST Program.
- e. Training, staffing levels, and testing location must minimize risk of sexual or physical harassment between collector and participant. Training shall include the following topics:
 1. Maintain a clinical, professional demeanor that is detached and impersonal.
 2. Conduct the testing the same way every time for every participant.
 3. Remember that some participants have been through trauma.
 4. Participants may accuse the collector of mistreatment.
 5. Always ask questions to give the participant an opportunity to admit use.

Practice 1: When the Contractor's staffing resources make it difficult to collect urine specimens observed by a collector of the same gender as the participant, the Contractor shall explore the possibility of collaborating with other community resources, such as county compliance programs

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or local law enforcement. Testing can also be scheduled in such a way to ensure that appropriate staff are available for the participants who require testing.

Appendix B: Fees

B-1: Fees, in addition to CST Program fees, participants can be charged for services, such as these:

- a. Treatment costs.
- b. Drug and alcohol testing.
- c. Monitoring and compliance services and equipment.
- d. Psychological screening and assessments.
- e. Medical screening and assessments.
- f. Assistance with transportation costs to the CST Program.
- g. Interpreter's fees.
- h. Temporary housing assistance.

ATTACHMENT D
BUSINESS ASSOCIATE AGREEMENT BETWEEN
WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION AND
BOARD OF CAMPBELL COUNTY COMMISSIONERS AS GOVERNING BODY FOR
THE CAMPBELL COUNTY JUVENILE AND FAMILY DRUG COURT

1. **Purpose.** The Parties to this Contract agree that Contractor, Board of Campbell County Commissioners as Governing Body for the Campbell County Juvenile and Family Drug Court, is a Business Associate of the Wyoming Department of Health, Behavioral Health Division (Agency), as defined by 45 CFR § 160.103; therefore, this attachment is mandatory for purposes of this Contract. This attachment seeks to satisfy the requirements for the privacy and security and transmission of protected health information found in 45 CFR Parts 160, 162, and 164 as well as applicable Wyoming state law. Applicable Wyoming state law may include, but is not limited to, Wyo. Stat. Ann. §§ 35-2-605 et seq., 9-2-125 et seq., and applicable rules and regulations. These statutes, rules, and regulations are collectively referred to as the "Privacy and Security Rules."
2. **Definitions.** The Parties agree that the definitions in 45 CFR Parts 160, 162, and 164 shall apply to the terms used in this attachment. For the purpose of this attachment, Contractor shall be known as the "Business Associate."
3. **Responsibilities of Business Associate Pursuant to this Attachment.** Except as otherwise permitted or required by this attachment, the Business Associate may only create, receive, maintain, or transmit protected health information received from or on behalf of the Agency as necessary to provide substance use disorder treatment services, as a sentencing alternative, in accordance with the Court Supervised Treatment Programs Act, Wyo. Stat. §§ 7-13-1601 through 1616, including all current state rules and regulations, CFR 42, and Agency policies and procedures as set forth in the Contract, as required by law, or to carry out the proper management and administration or legal responsibilities of the Business Associate. Further, the Business Associate agrees:
 - A. To not create, receive, maintain, or transmit protected health information in a manner that would violate any provision of the Privacy and Security Rules, or other applicable federal, state, or local law.
 - B. To establish, use, and maintain administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of all protected health information that the Business Associate creates, receives, maintains, or transmits on behalf of the Agency and to prevent any use or disclosure of protected health information as provided by this attachment.

ATTACHMENT D
BUSINESS ASSOCIATE AGREEMENT BETWEEN
WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION (AGENCY)
AND BOARD OF CAMPBELL COUNTY COMMISSIONERS AS GOVERNING BODY FOR THE CAMPBELL
COUNTY JUVENILE AND FAMILY DRUG COURT (BUSINESS ASSOCIATE)

- C. To comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information. The Business Associate shall provide notice of its designated security officer to the Agency within thirty (30) days following execution of this attachment.
- D. To limit its use, disclosure, or requests for protected health information to the extent practicable to the minimum necessary to accomplish the intended purpose of such use, disclosure, or request.
- E. To secure all protected health information in its possession in accordance with the most current standards established by the Secretary of Health and Human Services under 13402(h)(2) of Public Law 111-5 on the Health and Human Services website.
- F. To notify the Agency of any use or disclosure of protected health information not provided for by this attachment, any security incident, or any breach of unsecured protected health information of which the Business Associate becomes aware.
 - i. Such notice shall include the identification of each individual whose protected health information has been, or is reasonably believed to have been subject to such use, disclosure, incident, or breach, a statement indicating whether the protected health information was secured or unsecured, and a description of any security measures used.
 - ii. A disclosure, incident, or breach shall be treated as discovered by the Business Associate as of the first day on which such breach is known to the Business Associate, or, by exercising reasonable diligence, would have been known to the Business Associate. The Business Associate shall be deemed to have knowledge of a disclosure, incident, or breach if the same is known, or, by exercising reasonable diligence, would have been known to any person (other than the person committing the disclosure, incident, or breach) who is an employee, officer, or other agent (determined in accordance with the federal common law of agency) of the Business Associate.
 - iii. All reports of breach involving unsecured protected health information by the Business Associate shall also include the most current contact information available for each individual whose protected health information has been, or is reasonably believed to have been accessed, acquired, or disclosed, and any other information required by 45 CFR § 164.404 for the notification of individuals.

- G. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), to ensure that any subcontractor that the Business Associate uses to create, receive, maintain, or transmit protected health information on its behalf agrees to the same restrictions, conditions, and requirements that apply to the Business Associate under the terms of this attachment.
- H. To conduct electronic transactions covered by 45 CFR Part 162 as a standard transaction as required by 45 CFR Part 162, and ensure that any agents, including subcontractors, also process electronic transactions as required therein.
- I. To make all protected health information received from the Agency or otherwise created, maintained, or transmitted on behalf of the Agency available to the Agency as necessary for the Agency to comply with an individual's request for access to protected health information under 45 CFR § 164.524, a public records request under Wyo. Stat. Ann. §§ 16-4-201 through 16-4-205, or any other request that may be required by law. If the Business Associate receives such request for protected health information directly, it shall notify the Agency within three (3) business days following its receipt of such request. Thereafter, the Parties agree to meet to promptly discuss and jointly resolve the request for protected health information. The Parties' failure to reach an agreement regarding any such request prior to the timeframes specified in 45 CFR § 164.524 and Wyo. Stat. Ann. §§ 16-4-201 through 16-4-205 shall be cause to terminate this Contract and all other contracts between the Parties.
- J. To make any amendments to protected health information in a designated record set held by the Business Associate or by any subcontractor or agent pursuant to 45 CFR § 164.526. Should the Business Associate receive such request directly, it shall notify the Agency prior to providing any response to the person requesting amendment. Thereafter, the Parties agree to meet to promptly discuss and jointly resolve the request for amendment to the protected health information. The Parties' failure to reach an agreement regarding any amendment prior to the timeframes specified in 45 CFR § 164.526 shall be cause to terminate this Contract and all other contracts between the Parties.
- K. To make internal practices, books and records relating to the use and disclosure of protected health information received from or created or received by the Business Associate on behalf of the Agency available to the Agency or to the Secretary of Health and Human Services for purposes of determining the Agency's or Business

Associate's compliance with the Privacy and Security Rules. The Business Associate shall notify the Agency if it provides such information to the Secretary.

- L. To document such disclosures of protected health information and information related to such disclosures as would be required for the Agency to respond to a request by an individual for an accounting of disclosures under 45 CFR § 164.528. The Business Associate shall comply with the Agency's request for such information within seven (7) business days following the Agency's request. Should the Business Associate receive such request directly, it will notify the Agency. Thereafter, the Parties agree to meet to promptly discuss and jointly resolve the request for an accounting of disclosures. The Parties' failure to reach an agreement regarding any accounting of disclosures prior to the timeframes specified in 45 CFR § 164.528 shall be cause to terminate this Contract and all other contracts between the Parties.
- M. Unless otherwise provided, to provide notice within seven (7) business days of any event that triggers the Business Associate's obligation to notify the Agency.
- N. That Business Associate may be subject to civil and criminal penalties enumerated at sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320-6) with respect to violations of this attachment or the Privacy and Security Rules.
- O. To assume sole responsibility for its own compliance and the compliance of its workforce with the provisions of this section.

4. Responsibilities of Agency Pursuant to this Attachment. The Agency shall inform the Business Associate of the Agency's notice of privacy practices and restrictions on protected health information. The first such notice and restrictions shall be given to the Business Associate no later than the date of the last signature to the Contract. In addition, the Agency agrees to the following:

- A. To provide the Business Associate with the notice of privacy practices the Agency produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.
- B. To provide the Business Associate with any changes in, or revocation of, permission by an individual to use or disclose protected health information, if such changes affect the Business Associate's permitted or required uses and disclosures.
- C. To notify the Business Associate of any restriction to the use or disclosure of protected health information to which the Agency has agreed and which are

applicable to the Business Associate, in accordance with 45 CFR § 164.522 and section 13405(a) of Public Law 111–5.

- D. To not request that the Business Associate use or disclose protected health information in any manner that would not be permissible under the Privacy and Security Rules if done by the Agency.
- E. To timely notify the Business Associate of any material violation of this attachment or material Privacy or Security violation by the Business Associate of which the Agency becomes aware. The Agency shall specify a time for the Business Associate, within which the Business Associate must cure the violation, if cure is possible, or within which the Business Associate must end the violation.

5. **Special Business Associate Provisions**

- A. **Amendments.** If the Contract must be amended to ensure compliance with the Privacy and Security Rules, the Parties shall meet in good faith to agree upon such amendments. If the Parties cannot agree upon such amendments, then either party may terminate the Contract upon thirty (30) days' prior written notice to the other party.
- B. **Interpretation.** Any ambiguity in this attachment shall be resolved in favor of a meaning that permits the Parties to comply with the Privacy and Security Rules. Nothing in the Contract shall be construed to allow or require either Party to violate such rules.
- C. **Notices.** In addition to the notice provisions set forth in the Contract, notices arising out of or from the provisions of this attachment shall be in writing and shall be deemed provided to each respective party if by personal delivery or by, at least, first class United States mail, postage prepaid. Written notices to the Agency shall be provided to the attention of the Agency's designated representative for this Contract and, by separate mailing, to the WDH Compliance Office, 401 Hathaway Building, Cheyenne, Wyoming 82002.
- D. **Termination.** In addition to the termination provisions in the General Provisions section of this Contract, the Contract may be terminated for cause if the Business Associate materially violates the terms of this attachment.
 - i. **Material Violation of Attachment.** Any violation by the Business Associate of any provision of this attachment or any other contract with the Agency which involves the use or disclosure of protected health information, as determined by the Agency, shall constitute a material violation and shall

entitle the Agency to terminate this Contract immediately, seek related remedies, and to terminate all other contracts which involve the Business Associate in the use or disclosure of protected health information, by notifying the Business Associate of such termination.

- ii. Cure. If the Agency receives evidence of a material violation of the obligations set forth herein, or of the Business Associate's primary contracts with the Agency, and the Agency does not terminate this Contract pursuant to subsection "i" above, then the Agency may provide an opportunity to cure or end such violation, as applicable, within a reasonable timeframe specified by the Agency. If the Business Associate's efforts to cure or end such violation are unsuccessful within the time specified, the Agency may terminate this Contract, where feasible, or if termination is not feasible, may report the Business Associate's violation to the Secretary of Health and Human Services or his designee.
- iii. Effect of Termination. Upon termination of this Contract for any reason, the Business Associate shall return or destroy all protected health information, regardless of form so that the Business Associate retains no copies of protected health information received or created on behalf of the Agency. If return or destruction of all protected health information is not feasible, the Business Associate shall notify the Agency of the conditions that make return or destruction infeasible. Upon agreement between the parties that the return or destruction of the protected health information is infeasible, the Business Associate shall extend the protections of this attachment to such information, and further limit the use and disclosure of such information only to those purposes that make its return or destruction infeasible, for so long as the Business Associate maintains the information.
- iv. This provision applies equally to the Business Associate and any of its agents or subcontractors in possession or control of protected health information subject to this attachment.

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Attachment E
Data Management Plan

In accordance with Wyo. Stat. § 7-13-1603, monitoring of services provided to drug court participants is a critical component in ensuring Programs strive for participant retention, sobriety, and the reduction of recidivism by participants. Program monitoring and evaluation is a priority within the Court Supervised Treatment (CST) Program to ensure Program effectiveness. Data quality is a key component of Program monitoring and evaluation. This Data Management Plan supports the administration of data quality for overall program accountability. **This Plan is a developing unit of work based on priorities established by the Wyoming Department of Health, Behavioral Health Division (Agency), Mental Health and Substance Abuse Services Section as directed to the Court Supervised Program Manager.**

Acronyms/Definitions:

BHD:	Behavioral Health Division
COB:	Close of Business
CST:	Court Supervised Treatment
CaseWorx:	The current Agency designated Court Supervised Treatment Data System
Participant:	Means a substance use disorder offender or any other person as provided in Title 14 of the Wyoming Statutes who has been referred to and accepted into a program;
Program:	Means a local court supervised treatment program that complies with rules and regulations adopted by the Agency
Recidivism:	Means any subsequent arrest after Program entry or for three (3) years post-Program
Retention:	Means the successful completion of the Program by Program participants
Sobriety:	Means the condition of abstaining from substances

Data Deliverables:

The below table demonstrates the Contract deliverables due that have not been detailed in other areas of the Contract.

*** indicate State required field upon available information**

ID	Category	Requirement	Due Date	How to Report	Fidelity/Monitoring
1	Completeness	Submission of required data fields shall have no more than ten percent (10%) of data listed as “missing” or “unknown”	By COB on the fifteenth (15th) day of the month for the previous month of services	Google: A Google form will be provided by the Agency no later than August 15, 2021 that the Contractor shall complete each month by the required due date listed below	A report will be provided by the Agency that indicates the data that is missing or listed as unknown by category. The data will be compiled by the Agency from CaseWorx

Attachment E
Data Management Plan

ID	Category	Requirement	Due Date	How to Report	Fidelity/Monitoring
2	Completeness /Timeliness	Submission of the minimum data set for participant demographic information	By COB on the fourteenth (14th) day after initial contact with perspective participant	CaseWorx: to include at a minimum ● Date of birth ● Social Security Number ● Gender ● Race ● Ethnicity ● Marital status ● Criminal history ● Employment ● Education ● Income resources ○ Primary source of income ○ Chronic unemployment ○ Annual income level ○ Income level date ○ Income level poverty ● Substance abuse history ○ Substance of choice ○ Prior treatment	Internal Query: Participant Information Report

Attachment E
Data Management Plan

ID	Category	Requirement	Due Date	How to Report	Fidelity/Monitoring
3	Completeness /Timeliness	Submission of the full data set for participant demographic information	By COB on the fifteenth (15th) day of the month for the previous month of services	CaseWorx: to include at a minimum • Child custody and support obligations* • Drug-free babies*	Site Review/Desk Audit: Spot Check
4	Completeness /Timeliness	All incidents of recidivism are entered	By COB on the fifteenth (15th) day of the month for the previous month of services	CaseWorx: to include at a minimum • Offense date* • Charge* • Arrested* • Arrest date* • Conviction date*	Internal Query: Recidivism Report
5	Completeness /Timeliness	All incidents of sobriety are entered	By COB on the fifteenth (15th) day of the month for the previous month of services	CaseWorx: to include at a minimum • Date • Time • Visit minutes • Performed by	Internal Query: Sobriety Report
6	Completeness/ Timeliness	Participant's movement within the Program is entered	By COB on the fifteenth (15th) day of the month for the previous month of services	CaseWorx: to include at a minimum • Date initiated • Action • Reason	Internal Query

Attachment E
Data Management Plan

ID	Category	Requirement	Due Date	How to Report	Fidelity/Monitoring
7	Completeness/ Timeliness	All group treatment sessions are entered	By COB on the fifteenth (15th) day of the month for the previous month of services	CaseWorx: to include at a minimum ● Session date ● Session type ● Performed by ● Status ● Treatment type ● Treatment time minutes Evidence-based	Internal Query
8	Completeness/ Timeliness	All individual treatment sessions are entered	By COB on the fifteenth (15th) day of the month for the previous month of services	CaseWorx: to include at a minimum ● Date ● Session type ● Performed by ● Attended ● Treatment/ancillary ● Session time	Internal Query
9	Completeness/ Timeliness	All supervision contacts are entered	By COB on the fifteenth (15th) day of the month for the previous month of services	Caseworx: to include at a minimum ● Visit date ● Visit type ● Performed by ● Visit minutes	Internal Query
10	Completeness/ Timeliness	All drug tests are entered	By COB on the fifteenth (15th) day of the month for the previous month of services	CaseWorx: to include at a minimum ● Drug screen date ● Type ● Performed by ● Method ● Test type ● Overall result ● Observed	Internal Query

Attachment E
Data Management Plan

ID	Category	Requirement	Due Date	How to Report	Fidelity/Monitoring
11	Accuracy	Increments of time shall not be entered as zero (0)	By COB on the fifteenth (15th) day of the month for the previous month of services	CaseWorx: number of minutes	Internal Query
12	Accuracy	Monthly reconciliation of all submitted data	By COB on the fifteenth (15th) day of the month following receipt of report (For Example, for July data it must be entered by August 15, 2021. Contractors to receive a reconciliation report by August 30, 2021 and reconciliation must be completed by September 15, 2021)	Google: A Google form will be provided by the Agency no later than August 15, 2021 that the Contractor shall complete by the required due date each month	A report will be provided by the Agency for data reconciliation on the last working day of the month. The report will contain data on participants served, demographics, participants screened, drug tests administered, treatment, ancillary services, supervision, recidivism, and drug-free babies. The data will be compiled by the Agency from CaseWorx
13	Verification	Data must be reconciled and confirmed as complete	By COB on the fifteenth (15th) day of the month following receipt of report	Google: A Google form will be provided by the Agency no later than August 15, 2021 that the Contractor shall complete by the required due date each month	Agency will confirm Google form has been completed each month

*** indicate State required field upon available information**

Accuracy:

Data shall be entered accurately to reflect actual information and not as a placeholder for required fields. Data will be reviewed by the Agency via internal query on the last business day of each month, beginning August 31, 2021 throughout the Contract term.

Attachment E
Data Management Plan

Completeness:

Data for the above requirements shall be entered in the system in their entirety. The Contractor's receipt of payment is dependent upon timely and complete submission of data. Data will be reviewed on the first business day of each month, beginning August 1, 2021 throughout the Contract term.

Timeliness:

Data for each month is not due until its specified due date; however, it is highly recommended that data is submitted as early as possible to ensure accurate and complete data. The Contractor's receipt of payment is dependent upon timely and complete submission of data. Data will be reviewed on the first business day of each month, beginning August 1, 2021 throughout the Contract term.

The following page(s) contain the backup material for Agenda Item: [9:40 Museum Pedestrian Crosswalk Project Bid Award](#)

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed.

**OFFICE**

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Carol J. Seeger, Commissioners
Administrative Director

BOARD OF COMMISSIONERS

Robert Maul, Chairman
Rusty Bell
Colleen Faber
D.G. Reardon
Del Shelstad

MEMORANDUM

TO: Campbell County Commissioners

FROM: Bethany Raab

RE: Transportation Alternatives Program- Museum Crosswalk Grant

DATE: 06/07/2021

Attached you will find a contract for the Transportation Alternatives Program (TAP) Museum Crosswalk. The purpose of this agreement is to construct a crosswalk with signage and flashing lights across second street for benefit of the Museum. The total grant award is \$185,800, in which WYDOT will pay \$148,640 and the remainder Public Works has in their budget. These are federal funds (CFDA 20.205). County Attorney, HR/RISK and Grants Specialist have all reviewed the attached contract and requested no revisions.

A representative from Public Works will be presenting this contract.

Thank you!



Mark Gordon
Governor

WYOMING Department of Transportation

"Provide a safe and effective transportation system"

5300 Bishop Boulevard, Cheyenne, Wyoming 82009-3340



K. Luke Reiner
Director

May 28, 2021

Campbell County
Attention: Clark Melinkovich
500 South Gillette Avenue
Gillette, WY 82716

RE: Agreement - FY2021 Transportation Alternatives Program (TAP) Project CD21407

Dear Clark,

Enclosed you will find two copies of the Fiscal Year 2021 Museum Pedestrian-Activated Crosswalk System Project Agreement for TAP. Please have the Chairman, along with an attest, sign both copies and mail them back to our office for processing. **The agreements must be originals and can not be emailed.** Once the agreement is fully executed, we will mail you an original for your records.

This letter is NOT your Notice to Proceed and any costs incurred prior to receipt of the Notice to Proceed will not be considered for reimbursement.

Thank you in advance for your assistance, I look forward to working with you throughout the entirety of the project. If you should have any questions throughout this process, please feel free to contact me at 307-777-3938 or kelly.shepp@wyo.gov.

Sincerely,

//Signed//

Kelley Shepp
Local Government Specialist

Enclosures



FY2021
Transportation Alternatives Program
SUBRECIPIENT AGREEMENT
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND
CAMPBELL COUNTY

Federal Award Information - Required by 2 CFR § 200.332

Subrecipient Name: Campbell County	Subrecipient DUNS: 071413140
Federal Award Identification Number (FAIN): To be provided via agreement update letter	Federal Award Date: To be provided via agreement update letter
Period of Performance Start and End Date: Term Start Date through December 31, 2023	Budget Period Start and End Date: Term Start Date through September 30, 2024
Federal Award this Agreement: \$148,640.00	Total Federal Award to Subrecipient: \$148,640.00
Total Federal Award: \$185,800.00	
Awarding Federal Agency: Federal Highway Administration	Federal Highway Administration: Wyoming Division Office Telephone: (307) 772-2101 Email: HDAWY@dot.gov
Pass-through Agency: Wyoming Department of Transportation (WYDOT)	WYDOT Program Mgr.: Kelley Shepp Telephone: 307-777-3938 Email: kelley.shepp@wyo.gov
Subrecipient Contact: Clark Melinkovich Phone: 307-685-8061 Email: cmm08@ccgov.net	WYDOT Contact for Confirmation of Funds: Telephone: (307) 777-4434 Email: dotrevenue@wyo.gov
Assistance Listing No.: 20.205	Assistance Listing Title: Highway Planning and Construction
Research and Development: No	Indirect Cost Rate (ICAP): N/A
Project Name: Museum Pedestrian-Activated Crosswalk System	Recipient County: Campbell
Agreement No.: CD 0.00 CD21407	Project No.: CD21404

- Parties.** The parties to this Agreement are the Wyoming Department of Transportation (WYDOT), whose address is: 5300 Bishop Blvd., Cheyenne, Wyoming 82009, and Campbell County (Subrecipient), whose address is: 500 South Gillette Avenue, Gillette, Wyoming 82716.



2. **Purpose.** This is a subaward of federal financial assistance from WYDOT to the Subrecipient. The purpose of this Agreement is to set forth the respective relationships and responsibilities of the Subrecipient and WYDOT in the administration of the Wyoming Transportation Agreement Program. All work covered by this Agreement shall comply with the standards of the Americans with Disabilities Act of 1990 (ADA).
3. **Term of the Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of this Agreement is from January 1, 2021 or the Effective Date, whichever is later (Term Start Date), through September 30, 2024. The Subrecipient's Budget Period is from the Term Start Date, through September 30, 2024. The Subrecipient's timeframe to complete the work under this Agreement (Period of Performance) is from the Term Start Date through December 31, 2023.
4. **In consideration of the mutual covenants herein set forth, WYDOT and the Subrecipient agree as to the following General Conditions:**
- A. **Project Scope.** The Subrecipient shall undertake and complete the Project as described and set forth below and in the "Project Description" section of Attachment A, the project Subrecipient's TAP application, dated July 7, 2020, which is attached to and incorporated into this Agreement by this reference, and in accordance with terms and conditions of this Agreement.
- (i) **Project Description.** To construct a crosswalk with signage and flashing lights across 2nd Street at the location shown on Attachment B, Map, which is attached to and incorporated into this Agreement by this reference.
- (ii) **Responsibility of Subrecipient.** Subrecipient shall:
- (a) Complete all administrative requirements, including having at least one Local Project Administration (LPA) Certified staff member;
 - (b) Select consultants based on qualifications, utilizing WYDOT's help if needed;
 - (c) Submit Plans, Specifications and Estimates along with bid documents to WYDOT Local Government Coordination (LGC) Office for review and concurrence prior to project advertisement;
 - (d) Submit bid tabulations to WYDOT LGC Office for review and concurrence prior to awarding project;
 - (e) Monitor project progress and submit reimbursement requests to WYDOT's LGC Office at least once per quarter; and
 - (f) After final bill is paid, submit it for reimbursement to WYDOT LGC Office with Completion and Acceptance Certificate
- (iii) **Responsibility of WYDOT.** WYDOT will:
- (a) Assist with consultant selection process;



- (b) Review plans and specifications for compliance prior to advertisement;
- (c) Review bid tabulations prior to project being awarded;
- (d) Provide ongoing support through construction, including possible site inspections and reimbursement processing; and
- (e) Ensure project acceptance and completion and process final reimbursement

B. Period of Performance. The Period of Performance shall be from the Term Start Date through December 31, 2023 and shall allow ninety (90) days for project closeout beyond completion of physical work on the project. The Subrecipient shall commence and complete the project in a professional, economical and efficient manner. Project work shall commence upon receipt of a Notice to Proceed. Costs incurred prior to the Notice to Proceed and after the Budget Period will not be eligible for reimbursement. The Notice to Proceed shall be issued by WYDOT once the Agreement has been executed by both parties, an Authorization for Expenditure (AFE) is issued by WYDOT, all environmental work has been completed, and any additional requirements of the Federal Highway Administration (FHWA) have been completed. In the event of unusual or unexpected project delay, the Subrecipient may submit a request to WYDOT for an extension of time to complete the project. The request shall be in writing to WYDOT's LGC Office. Failure of the Subrecipient to perform its duties within the time frame herein agreed to may constitute a termination of Agreement, at WYDOT's discretion. If the project is terminated, the Subrecipient shall return to WYDOT any and all federal funds that have been paid to the project Subrecipient.

C. Design Review and Approval and Consultant Selection. All project designs to include engineering, architectural and landscape architectural plans, specifications and required federal provisions (Contract Documents) shall be prepared under the supervision of a qualified professional engineer or architect licensed to perform such work in the State of Wyoming. An appropriate level of environmental, historical and/or the Transportation Act Sec. 4(f) review and mitigation statement shall be submitted to the WYDOT LGC. A Categorical Exclusion issued by the Federal Highway Administration, if applicable, is required prior to the Subrecipient's construction contract award. Projects completed within existing right-of-way may be eligible for inclusion in the Programmatic Categorical Exclusion issued by WYDOT Environmental Services. The WYDOT LGC Office shall receive a copy of such plans and project Contract Documents and review and approve the same prior to the Subrecipient's proceeding with construction bidding, contracting or other construction authorization under this Agreement. Contract procedures shall be compliant with 23 Code of Federal Regulations (CFR) 635 Subpart A. The consultant selection process shall comply with the Brooks Act, 40 United States Code (U.S.C.) 1101 *et seq.* with guidance included in WYDOT Operating Policy 40-1.



D. Federal and State Required Contract Provision. The Subrecipient shall determine which of the following provisions are applicable and shall ensure compliance with all applicable provisions:

- (i) Environmental Documentation: Contract Documents shall include the appropriate level of environmental review and analysis in accordance to 23 CFR 771, to include mitigation assessment where required.
- (ii) National Historic Preservation Act (106 process): for projects involving historic or archaeological sites, the Contract Documents shall include the appropriate review and mitigation assessment.
- (iii) Design Exceptions: Contract Documents must note any design exceptions; no exceptions are available for compliance with the American with Disabilities Act (ADA).
- (iv) Patented and Proprietary Products: contracts requiring the use of a patented or proprietary material, specification, or process, shall be prohibited unless: the item is purchased or obtained through competitive bidding with equally suitable unpatented items, or WYDOT certifies through a public interest finding that the patented or proprietary item is: necessary for synchronization with existing facilities or a unique product for which there is no equally suitable alternative.
- (v) Buy America Provisions: requires the use of American steel and iron products, when specified in accordance to 23 CFR 635.410.
- (vi) Disadvantage Business Enterprises (DBE): DBE efforts shall be included in the project file, using the Form "E-91LPA" to document the bid solicitation, and to assure that the action taken is in compliance with this request. Written proof of compliance to this request should be available when requested.
- (vii) Required Federal Contract Provisions: Attachment C, FHWA Form 1273 provisions, which are attached to and incorporated into this Agreement by this reference, shall apply to all work performed under this Agreement, including work performed by subcontract. All Contract Documents shall include Form FHWA-1273 provisions. The Form FHWA-1273 provisions are required to be physically incorporated into each subcontract and subsequent lower tier subcontracts and shall not be incorporated by reference. The prime contractor is responsible for compliance with the Form FHWA-1273 requirements by all subcontractors and lower tier subcontractors. Failure to comply with the Required Contract Provisions may be considered as grounds for contract termination. Furthermore, failure to incorporate the Form FHWA-1273 into all subcontracts or failure to comply with the requirements of Section IV, Payment of Predetermined Minimum Wage and Section V, Statements and Payrolls, may be considered as grounds for debarment under 29 CFR 5.12.
- (viii) Contractor and subcontractor Certification for Suspension and Debarment.
- (ix) Manual of Uniform Traffic Control Devices (MUTCD): signing and pavement striping of public roads must meet MUTCD criteria. Projects which intersect with public roadways must be appropriately signed during



the construction stage. Permanent safety signing should be identified on a separate plan sheet in the Contract Documents.

- (x) Labor Rates: Contract Documents must include provisions for the compliance with Davis-Bacon as outlined in the Form FHWA-1273.
- (xi) Equipment/Materials/Labor Cost Determination: unless supported by appropriate cost effectiveness determination, the use of public owned equipment, material or labor will not be allowed. To be eligible, such costs must comply with effective hourly schedules and supported by a Public Interest Finding.
- (xii) Domestic Preferences for Procurement: Requires a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) in accordance to 2 CFR 200.322.
- (xiii) Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment: Prohibits procuring, obtaining, extending, renewing or entering into contracts for equipment or services from manufacturers listed in 2 CFR 200.216.
- (xiv) Never Contract with the Enemy: Federal awarding agencies and recipients are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants, and cooperative agreements that are expected to exceed fifty thousand dollars (\$50,000.00) within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities in accordance to 2 CFR 200.215.

- E. **Prohibited Interest.** No member, officer or employee of the Subrecipient during his tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- F. **Project Abandonment.** Should the Subrecipient abandon the project prior to completion, or if the project is not let to construction within two (2) years of the completion of the design due to the delay or actions by the Subrecipient, the Subrecipient shall reimburse WYDOT for the entire cost, including any Federal Aid portion of the work completed at the time of abandonment.
- G. **Project Administration.** Project administration must be performed by a public employee to be in responsible charge. The Subrecipient shall appoint a public employee as the project administrator who is accountable for the project. The project administrator shall have a current certification from WYDOT under the WYDOT LPA Certification Program. Any costs incurred as a result of the work completed by the project administrator, or supplies and other related costs, shall be included as overhead to the Subrecipient and are not reimbursable under this award, unless the Subrecipient has a WYDOT approved Indirect Cost rate.



Project administration costs incurred on activities related directly to any professional services to include Architectural/Engineering (A/E) contracts entered into for this individual award are eligible for reimbursement under this program on an eighty to twenty (80/20) percent matching ratio and must remain within the total project cost. Reimbursements for the federal portion of the project— eighty percent (80%)— shall be submitted on WYDOT LPA Cost Reimbursement Form, signed by the authorized Subrecipient representatives and approved by the WYDOT LGC Office.

- H. Project Contracting and Construction.** Project work shall be performed by individuals, partnerships, corporations or other business entities who are duly qualified to do business in the State of Wyoming and who have secured all licenses and permits required by applicable state laws, county regulations, and city ordinances. Upon notification of WYDOT approval of the project design documents, issuance of a Categorical Exclusion (if applicable), and a written Notice to Proceed, the Subrecipient may proceed with open, public competitive bidding for project construction. Such project bidding shall follow accepted municipal and county bidding procedures, including public advertising and be compliant with 23 CFR 635 Subpart A. Since federal funds are involved in the project, no in-State preference will apply for materials, labor, contracts or subcontracts. Bid analysis shall be performed to ensure balanced unit bidding. Once this analysis is completed, the Subrecipient shall make recommendation to WYDOT of low responsible and responsive bidder for WYDOT concurrence prior to contract award. WYDOT reserves the right to review all contract bids prior to contract award. Extra work and claims must be within the scope of contract.
- I. Project and Final Inspections.** Project inspections shall be conducted by the Subrecipient or authorized representatives. WYDOT representatives may inspect the project at their discretion. The Subrecipient shall notify WYDOT of final inspection and a WYDOT representative may accompany the Subrecipient's representative on the final inspection. Prior to the final payment (normally the final ten (10) percent), the Subrecipient shall notify WYDOT that the project has been completed in substantial conformance with the plans and specifications, including compliance with Wyo. Stat. § 16-6-116—Final Settlement and Payment. Additionally, the Subrecipient shall complete WYDOT Acceptance Certificate and Final Completion Form, which shall accompany the final reimbursement payment request.
- J. Project Funding.** Federal funding for this project shall not exceed one hundred forty-eight thousand six hundred forty dollars (\$148,640.00). In accordance with WYDOT's policies, a program match requirement of eighty percent (80%) of federal and twenty percent (20%) local share of the project costs shall apply. Project total cost exceeding project estimate of one hundred eighty-five thousand and eight hundred dollars (185,800.00) (including local match) shall be borne by the Subrecipient.



TAP is funded on a reimbursement basis. No funds shall be paid by WYDOT prior to being paid first by the Subrecipient. All requests for payment must be submitted to WYDOT's LGC Office on the LPA Cost Reimbursement Form that will be supplied to the Subrecipient. Reimbursement requests must also include all applicable supporting documentation including: copies of invoices to be reimbursed and proof of payment by the Subrecipient. The Cost Principles found in 2 CFR 200 – Subpart E apply to this award. WYDOT will make payment to the Subrecipient within thirty (30) days of receipt of a complete and approved reimbursement request.

Reimbursement requests will be accepted on a monthly basis and must be submitted no less frequently than once every three (3) months in order for the project to remain active and to avoid the risk of federal funds being rescinded. If no financial activity occurs in a given quarter, the Subrecipient shall notify WYDOT's LGC Office in writing of the status and schedule of the project.

This Agreement is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. As the prime recipient of these funds, WYDOT will report the required information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS). The FFATA requires any person or entity receiving contract or grant funds directly from the federal government to report certain information regarding those funds through a centralized website, www.fsr.gov. The law requires that you provide your Data Universal Numbering System (DUNS) number to WYDOT. This requirement means you need to be registered with DUNS and Bradstreet. Instructions for this process can be found at www.dnb.com. Additional information regarding this Act may be found at the following sites:

<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>

and

<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

The Subrecipient may elect to use land, either wholly owned or donated, as part match for the project. The land must become part of the project, and would fulfill part/all of the match requirements of the Subrecipient. If the land is to be donated, that action must take place after execution of this Agreement, must be from a private donor and must be for exclusive use of the Project noted above in Section 4(A) of this Agreement. If the Subrecipient accepts the donation of land, the land value used to offset the match may not exceed the twenty percent (20%) match requirement, regardless of the appraised value of the land. The donation of land must be supported by a formal land appraisal completed by a professional land appraiser certified by the Wyoming State Appraiser Board. A copy of the executed deed with the land description must be included with the appraisal.

- K. Project Maintenance.** Project maintenance and perpetual care shall be the responsibility of the Subrecipient. The Subrecipient shall be responsible for the cost



of removal and replacement of any or all encroachments within WYDOT's right-of-way if the right-of-way is needed for highway purposes, including any highway reconstruction or maintenance activity that impacts the encroachment.

- L. Public Interest Finding.** If the Subrecipient elects to use force account work (materials and/or labor) as its local match or a portion of its local match, such a determination requires the Subrecipient to make a finding in the public interest. In inquiry into the public interest finding cannot exceed fifty thousand dollars (\$50,000.00). Requests for Force Account Work shall be evaluated in accordance to 23 CFR 635 Subpart B. Prior to the use of Force Account Work, the Subrecipient must complete a Public Interest Finding on WYDOT Form LGC-PIF (included in Subrecipient's Project Packet). WYDOT Form LGC-PIF must be submitted by the Subrecipient for approval by the WYDOT LGC Office.
- M. Records Retention.** The Subrecipient shall keep records and audit reports on file for three (3) years after the project is complete.
- N. Restrictions, Prohibitions, Controls and Labor Provisions**
- (i) Equal Employment Opportunity.** In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, national origin or disability. The Subrecipient shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, age, national origin or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - (ii) Disadvantaged Business Enterprise Requirements.**
 - (a) Policy.** It is the policy of WYDOT that Disadvantaged Business Enterprises (DBE), defined as minority business enterprises and woman business enterprises, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement.
 - (b) DBE Obligation.** The Subrecipient or its contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, the Subrecipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. The Subrecipient and their contractors shall not discriminate on the basis



of race, color, national origin, or sex in the award and performance of WYDOT assisted Contracts.

- (iii) Title VI Civil Rights Act of 1964. The Subrecipient shall comply and shall assure the compliance by contractors and subcontractors under this Project with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 U.S.C. 2000d), the Regulations of the Department of Transportation (DOT) issued there under, 49 CFR Part 21, and the Assurance by the Subrecipient pursuant thereto.
- (iv) Compliance with Elderly and Disabled Regulations. The Subrecipient shall comply with applicable regulations regarding transportation for Elderly and Disabled persons, set forth in 49 CFR Part 27 and the Americans with Disabilities Act of 1990.

O. Right-of-Way and Utilities. Prior to proceeding with project bidding, the Subrecipient must submit to the WYDOT LGC Office a completed Right-of-Way and Utility Certificate, if applicable, indicating clearance of right-of-way and utilities for the project. Right-of-Way and Utility Clearance is the Subrecipient's responsibility. All acquisition of private property and relocation of displaced individuals and businesses shall be in accordance with: Wyo. Stat. § 1-26-501, *et seq.*—the Wyoming Eminent Domain Act; the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646; and the regulations of 49 CFR Part 24.

5. Special Provisions

- A. Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. WYDOT shall notify the Subrecipient of any state or federal determination of noncompliance.
- B. Conflict of Interest.** Per 2 CFR 200.112, the Subrecipient must disclose in writing any potential conflict of interest to WYDOT including financial or other personal interests.
- C. Environmental Policy Acts.** The Subrecipient 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.
- D. 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.

E. Kickbacks. The Subrecipient 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 the Subrecipient breaches or violates this warranty, WYDOT may, at its discretion, terminate this Agreement without liability to WYDOT, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

The Subrecipient shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works to give up any part of the compensation to which he or she is otherwise entitled.

F. Limitations on Lobbying Activities. By signing this Agreement, the Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Subrecipient 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.

The Subrecipient and subcontractors may also be required to submit an additional certification statement and disclosure form acceptable to WYDOT before commencement of the work.

G. Mandatory Disclosures. Per 2 CFR 200.113, the Subrecipient must disclose, in a timely manner, in writing to WYDOT all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.

H. Monitoring Activities. WYDOT shall have the right to monitor all activities related to this Agreement that are performed by the Subrecipient 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 the related work.

- I. Nondiscrimination.** The Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

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

- J. 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.
- K. Publicity.** Any publicity given to the projects, program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Subrecipient and related to the services and work to be performed under this Agreement, shall identify WYDOT as the sponsoring agency and shall not be released without prior written approval of WYDOT.
- L. Suspension and Debarment.** By signing this Agreement, the Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 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, the Subrecipient agrees to notify WYDOT by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.
- M. Administration of Federal Funds.** The Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by WYDOT.



- N. Copyright License and Patent Rights.** The Subrecipient acknowledges that federal grantor, the State of Wyoming, and WYDOT 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 the Subrecipient purchases ownership using funds awarded under this Agreement. The Subrecipient must consult with WYDOT regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- O. Federal Audit Requirements.** The Subrecipient 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. The Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Agreement, the Subrecipient shall provide one (1) copy of the audit report to WYDOT and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to WYDOT's records.
- P. Non-Supplanting Certification.** The Subrecipient 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. The Subrecipient 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.
- Q. Program Income.** The Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of WYDOT. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to WYDOT.

6. 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 Subrecipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.
- D. Audit and Access to Records.** WYDOT and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall immediately, upon receiving written instruction from WYDOT, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by WYDOT.
- E. Availability of Funds.** Each payment obligation of WYDOT 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 WYDOT at the end of the period for which the funds are available. WYDOT shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to WYDOT in the event this provision is exercised, and WYDOT 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.** WYDOT may award supplemental or successor contracts for work related to this Agreement or may award contracts to other contractors for work related to this Agreement. The Subrecipient shall cooperate fully with other contractors and WYDOT in all such cases.
- G. Certificate of Good Standing.** The Subrecipient shall provide to WYDOT a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that the Subrecipient is authorized to conduct business in the State of Wyoming, if required, before performing work under this Agreement. The Subrecipient shall ensure that annual filings and corporate taxes due and owing to the Secretary of State's Office are up-to-date before signing this Agreement.
- H. Compliance with Laws.** The Subrecipient 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.
- I. 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 Subrecipient in the performance of this Contract shall be kept confidential by the Subrecipient unless written permission is granted by WYDOT for its release. If and when Subrecipient receives a request for information subject to this Agreement, Subrecipient shall notify WYDOT within ten (10) days of such request and shall not release such information to a third party unless directed to do so by WYDOT.

- J. Entirety of Agreement.** This Agreement, consisting of twenty (20) pages; Attachment A, Project Description, consisting of one (1) page(s); Attachment B, Map, consisting of two (2) page(s); Attachment C, Form FHWA-1273, consisting of fourteen (14) 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.
- K. Ethics.** The Subrecipient 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 the Subrecipient's profession.
- L. 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 WYDOT 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.
- M. 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.
- N. 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.
- O. Independent Contractor.** The Subrecipient 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 Subrecipient shall be free from control or direction over the details of the performance of services under this Agreement. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient 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 Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or WYDOT or to incur any obligation of any kind on the behalf of the State of Wyoming or WYDOT. The Subrecipient agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Agreement.

P. Insurance Requirements.

- (i) During the term of this Agreement, the Subrecipient shall obtain and maintain, and ensure that each contractor obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.
- (ii) All policies shall be primary over any insurance or self-insurance program carried by the Subrecipient or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Subrecipient or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- (iii) The Subrecipient shall provide Certificates of Insurance to WYDOT verifying each type of coverage required herein. If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.
- (iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to WYDOT. A copy of the policy endorsement shall be provided with the Certificate of Insurance.
- (v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, WYDOT may, at WYDOT's option, obtain and maintain, at the expense of the Subrecipient, such insurance in the name of the Subrecipient, or its contractor, as WYDOT may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Subrecipient under this Agreement.



- (vi) All policies required by this Agreement shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.
- (vii) WYDOT reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

Q. Insurance Coverage. The Subrecipient shall obtain and maintain the following insurance in accordance with the Insurance Requirements set forth above:

- (i) Commercial General Liability Insurance. Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:

- (a) \$1,000,000.00 each occurrence;
- (b) \$1,000,000.00 personal injury and advertising injury;
- (c) \$2,000,000.00 general aggregate; and
- (d) \$2,000,000.00 products and completed operations.

The CGL policy shall include coverage for Explosion, Collapse and Underground property damage. This coverage may not be excluded by endorsement.

- (ii) Workers' Compensation and Employer's Liability Insurance. Employees hired in Wyoming to perform work under this Agreement shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program, if statutorily required. Employees brought into Wyoming from Subrecipient's home state to perform work under this Agreement shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program or other state or private workers' compensation insurance approved by the Wyoming Department of Workforce Services, if statutorily required.

The Subrecipient shall provide WYDOT with a Certificate of Good Standing or other proof of workers' compensation coverage for all of its employees who are to perform work under this Agreement, if such coverage is required by law. If workers' compensation coverage is obtained by the Subrecipient through the Wyoming Department of Workforce Services' workers' compensation program, the Subrecipient shall also obtain Employer's Liability "Stop Gap" coverage through an endorsement to the CGL policy required by this Agreement, with minimum limits as follows:

- (a) Bodily Injury by Accident: \$1,000,000.00 each accident;
- (b) Bodily Injury by Disease: \$1,000,000.00 each employee; and



- (c) Bodily Injury by Disease: \$1,000,000.00 policy limit.
- (iii) Unemployment Insurance. The Subrecipient shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. The Subrecipient shall supply WYDOT with a Certificate of Good Standing or other proof of unemployment insurance coverage.
- (iv) Automobile Liability Insurance. Automobile liability insurance covering any auto (including owned, hired, and non-owned) with minimum limits of \$1,000,000.00 each accident combined single limit.
- (v) Professional Liability or Errors and Omissions Liability Insurance. Professional liability insurance or errors and omissions liability insurance protecting against any and all claims arising from the Subrecipient's alleged or real professional errors, omissions, or mistakes in the performance of professional duties under this Agreement, with minimum limits as follows:
 - (a) \$1,000,000.00 each occurrence; and
 - (b) \$1,000,000.00 general aggregate.

The policy shall have an extended reporting period of two (2) years.

- (vi) Commercial Crime Insurance. Commercial crime insurance including employee dishonesty coverage with minimum limits of \$1,000,000.00 each occurrence.
- (vii) Cyber Liability Insurance. Cyber liability insurance which shall be sufficiently broad to cover all duties and obligations undertaken by Subrecipient and shall include, but not be limited to, claims involving infringement of intellectual property, including, but not limited to, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security, with minimum limits as follows:
 - (a) \$2,000,000.00 each occurrence; and
 - (b) \$2,000,000.00 general aggregate.

Coverage shall include breach response costs, regulatory fines and penalties, and credit monitoring expenses, with limits sufficient to respond to these obligations.



- R. 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.
- S. Ownership and Return of Documents and Information.** WYDOT is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement. Upon termination of services, for any reason, the Subrecipient agrees to return all such original and derivative information and documents to WYDOT 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 WYDOT's verified receipt of such information, the Subrecipient agrees to physically and electronically destroy any residual WYDOT-owned data, regardless of format, and any other storage media or areas containing such information. The Subrecipient agrees to provide written notice to WYDOT confirming the destruction of any such residual WYDOT-owned data.
- T. Patent or Copyright Protection.** The Subrecipient 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 Subrecipient or its subcontractors will violate any such restriction. The Subrecipient shall defend and indemnify WYDOT for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.
- U. 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).
- V. 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.
- W. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WYDOT expressly reserve sovereign immunity by entering into this Agreement and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign



immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- X. Taxes.** The Subrecipient 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.
- Y. Termination of Agreement.** This Agreement may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or certified mail. This Agreement may be terminated by WYDOT immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Agreement.
- Z. 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.
- AA. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- BB. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- CC. 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.
- DD. 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 Subrecipient 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 WYDOT. The Subrecipient's failure to deliver, either personally or via US Mail, postage prepaid, the originally signed counterpart to WYDOT within five (5) business days shall be considered a material breach and may result in immediate termination of the Agreement by WYDOT.

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7. **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.

ATTEST:

Campbell County:

Name

By: _____
Robert Maul, Commissioner

Title

Date

(SEAL)

ATTEST:

**WYOMING DEPARTMENT OF
TRANSPORTATION:**

By: _____
Sandra J. Scott, Secretary

By: _____
Keith R. Fulton, P.E., Assistant Chief
Engineer - Planning and Engineering

Transportation Commission of Wyoming

(SEAL)

Date

Approved as to form:

By: Alysa Goldman #210660
Alysa Goldman
Assistant Attorney General
State of Wyoming

5/24/21

Date agreement prepared: February 1, 2021

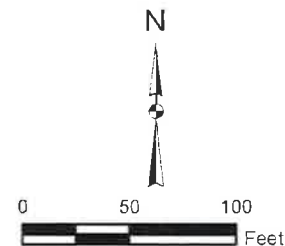


Project Description:

The Rockpile Museum has 21 onsite parking spaces that provide adequate space during normal business functions. At two guests per vehicle average, the Museum parking lot can handle about 40 guests. Approximately 15 times per year the Museum has special events that create the need for off-site parking. The larger special events range from 30 to 600 people and overflow parking often occurs on the south side of 2nd Street on the County property at 203 Stocktrail Avenue. The Museum is located on the north side of 2nd Street and thus overflow guests must walk across the street to access the Museum. Campbell County Health owns a parking lot close by that might provide the opportunity for a parking agreement.

2nd Street in this area is 5-lanes wide (60 feet), with 85th percentile traffic speeds at 38 miles per hour and a speed limit of 30 miles per hour. The width of the street and the speed of the vehicles combine to form a very difficult, lengthy, and dangerous crossing.

Continuing concerns for safety of Museum patrons have been voiced by the Museum Board, Museum Director, and patrons, prompting the County Commissioners and County Public Works to discuss the Project with WYDOT. The County has received feedback from the WYDOT District Traffic Engineer that allows the County to pursue a pedestrian-activated crosswalk through a WYDOT encroachment permit. Due to the width of the street, a raised pedestrian refuge island is recommended. The location of the crosswalk will be studied and optimized to work with existing approaches into the Museum, hospital property, Crazy Woman Campground, Thunder Basin Homes, and the guardrail on the north side of 2nd Street. ADA improvements at sidewalk locations on both sides of the street will be designed and constructed during this project.

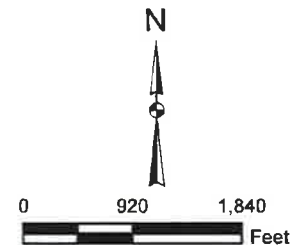
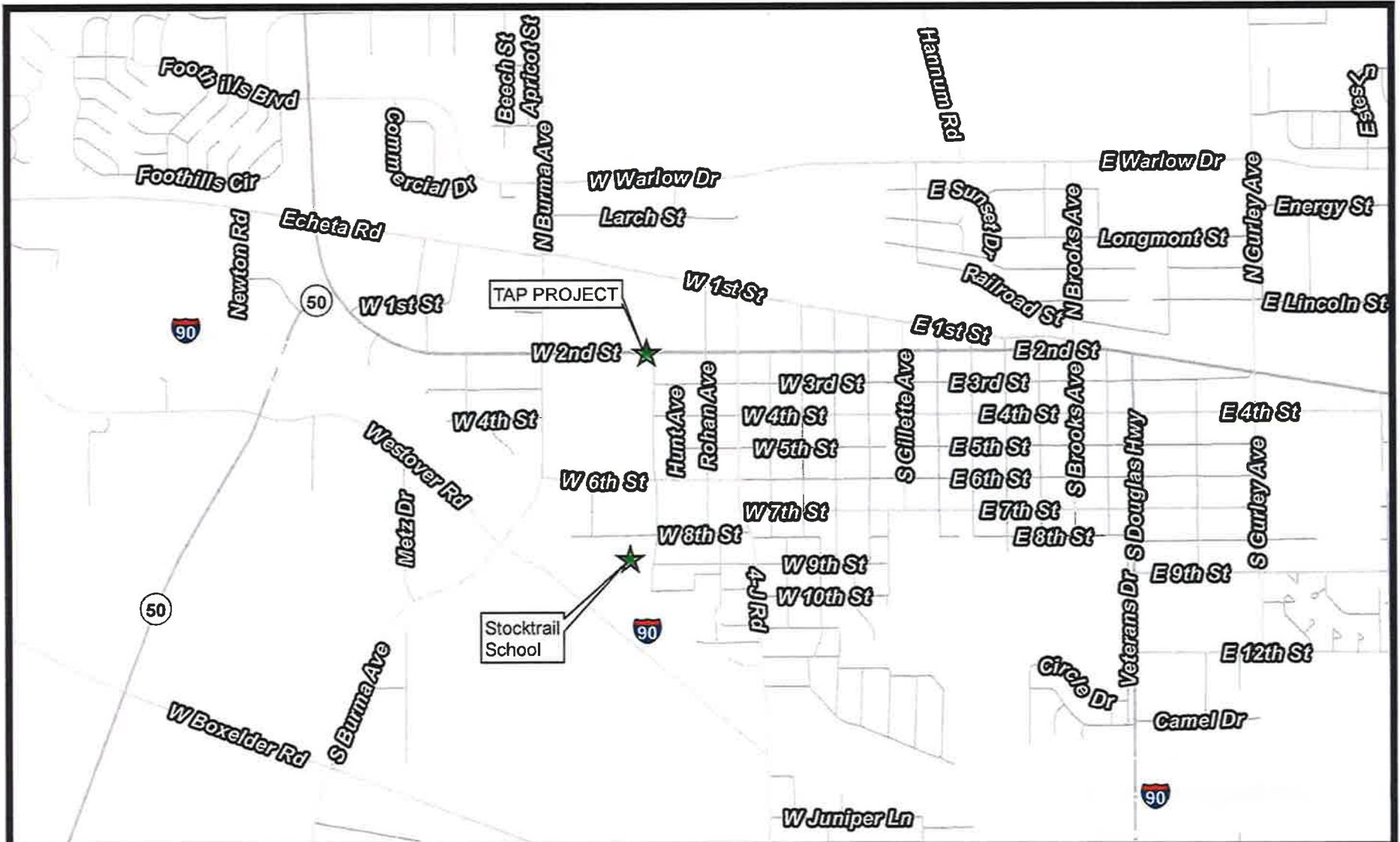


CAMPBELL COUNTY
DEPARTMENT OF PUBLIC WORKS
500 S. Gillette Ave. Gillette, Wyoming 82716
Phone # 307 685-8061
Fax # 307 687-6349

TAP ATTACHMENT B

DATE: 6/5/2020

DRAWN BY: crn08



CAMPBELL COUNTY
DEPARTMENT OF PUBLIC WORKS
500 S. Gillette Ave. Gillette, Wyoming 82716
Phone # 307 685-8061
Fax # 307 687-6349

TAP ATTACHMENT B
VICINITY MAP
GILLETTE, WYOMING

DATE: 6/5/2020

DRAWN BY: crn08

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**SUPPLEMENTARY DOCUMENT
FOR
FHWA-1273 – REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

Title 46 - Shipping

Volume: 8

Date: 2014-10-01

Original Date: 2014-10-01

Title: Section 381 .7- Federal Grant, Guaranty, Loan and Advance of Funds Agreements.

Context: Title 46- Shipping. CHAPTER II- MARITIME ADMINISTRATION, DEPARTMENT OF TRANSPORTATION. SUBCHAPTER J- MISCELLANEOUS. PART 381- CARGO PREFERENCE-U.S.- FLAG VESSELS.

§ 381.7 Federal Grant, Guaranty, Loan and Advance of Funds Agreements.

In order to insure a fair and reasonable participation by privately owned United States-flag commercial vessels in transporting cargoes which are subject to the Cargo Preference Act of 1954 and which are generated by U.S. Government Grant, Guaranty, Loan and/or Advance of Funds Programs, the head of each affected department or agency shall require appropriate clauses to be inserted in those Grant, Guaranty, Loan and/or Advance of Funds Agreements and all third party contracts executed between the borrower/grantee and other parties, where the possibility exists for ocean transportation of items procured, contracted for or otherwise obtained by or on behalf of the grantee, borrower, or any of their contractors or subcontractors. The clauses required by this part shall provide that at least 50 percent of the freight revenue and tonnage of cargo generated by the U.S. Government Grant, Guaranty, Loan or Advance of Funds be transported on privately owned United States-flag commercial vessels. These clauses shall also require that all parties provide to the Maritime Administration the necessary shipment information as set forth in § 381 .3. A copy of the appropriate clauses required by this part shall be submitted by each affected agency or department to the Secretary, Maritime Administration, for approval no later than 30 days after the effective date of this part. The following are suggested acceptable clauses with respect to the use of United States-flag vessels to be incorporated in the Grant, Guaranty, Loan and/or Advance of Funds Agreements as well as contracts and subcontracts resulting therefrom:

(a) *Agreement Clauses.* "Use of United States-flag vessels:

"(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. "(2) Within 20 days following the date of loading for shipments

originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."

(b) *Contractor and Subcontractor Clauses.* "Use of United States-flag vessels: The contractor agrees-

"(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

"(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment 3 of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

"(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

(Reorganization Plans No. 21 of 1950 (64 Stat. 1273) and No. 7 of 1961 (75 Stat. 840) as amended by Pub. L. 91-469 (84 Stat. 1036) and Department of Commerce Organization Order 10-8 (38 FR 19707, July 23, 1973)) [42 FR 57126, Nov. 1, 1977]

The following page(s) contain the backup material for Agenda Item: [9:45 S. Campbell County Arterial Road Construction Project Bid](#)

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed.

MEMORANDUM

TO: Board of Commissioners

FROM: Clark Melinkovich, Public Works *CM*

DATE: June 15, 2021

SUBJECT: Southern Campbell County Arterial Road Reconstruction

The Southern Campbell County Arterial Road Reconstruction project consists of the reconstruction of portions or all of four existing roads in residential/commercial subdivisions south of the Town of Wright: Chad Road, Noonan Road, Duffy Road, and Hicks. Upon completion, the improved road network will tie in to the upgraded Sagebluff Drive in the Town of Wright and to State Highways 59 and 450 south of Wright. This reconstruction will result in a safe, all-weather roadway with improved drainage for residents, and will be the backbone for additional roadway network reconstruction in the area. The reconstruction of the existing roads will take place in established rights-of-way and the roads will be reconstructed in the same footprint that they are in now. The project is funded through an AML grant with the County providing match money through district support grant funds available to the newly formed Improvement and Service District. Total project budget is \$1,997,750; AML grant \$1,797,750; County match \$200,000.

See attached letter for bids received and a recommendation from the consultant, HDR.

Construction costs fit within the established budget.

Public Works recommends the Board award the Southern Campbell County Arterial Road Reconstruction project to Melgaard Construction in the amount of 1,424,189.50.



July 8, 2021

Clark Melinkovich, P.E.
Campbell County Public Works
500 South Gillette Ave, Suite 1400 E.
Gillette, WY 82716

Project: Southern Campbell County Arterial Road Reconstruction AML Project

RE: Bid Award Recommendation

Dear Mr. Melinkovich,

We have reviewed the bid forms and bid bonds submitted for the above referenced project. We have produced a bid tabulations sheet and the sheet is attached for your use.

The four bidders on the project were Melgaard Construction, DRM Inc., Earth Work Solutions, Inc., and Wyoming Earthmovers Corporation. Bids were submitted on time and had the required Bid Bond and Disadvantaged Businesses Enterprises Certifications. Because the project is federally funded, Residency Certificates are not applicable to the project. No irregularities were found that would justify rejection of a bid.

The bids for the project ranked as follows:

Rank	Bidder	Bid Amount
1	Melgaard Construction	\$ 1,424,189.50
2	DRM, INC.	\$ 1,539,037.66
3	Earth Work Solutions	\$ 1,614,908.00
4	Wyoming Earthmovers Corporation	\$ 1,666,117.00
	Engineer's Estimate	\$ 1,684,016.28



Because the project falls under the funding amount, HDR recommends the award of Alternate 1 and Alternate 2 along with the base bid for the project. It should be noted that a \$0.50 error was found between the written Bid Amount on the bid form and totaled bid items for Melgaard Construction. Based on the above evaluation, we recommend that Campbell County award the project to Melgaard Construction at the totaled bid amount of \$1,424,189.50. Additionally, Melgaard Construction met the necessary requirements in documenting their efforts to include disadvantaged businesses into the project.

If you have any questions or comments concerning this recommendation, please call.

Sincerely,
HDR Engineering

A handwritten signature in black ink, appearing to read 'Mike Oakley'.

Mike Oakley, P.E.
Transportation Program Manager
Enclosures: Bid Tabulation

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement made this 15 day of June (month), 2021 by and between Campbell County Board of Commissioners, hereinafter referenced as "Owner"; whose address is 500 S. Gillette Avenue Suite 1100, Gillette, Wyoming 82716, and Melgaard Construction Company, Inc. (Company Name) hereinafter referenced as "Contractor" whose address is 722 Sinclair Street Gillette, WY 82718. Owner and Contractor, in consideration of mutual covenants set forth herein agree as follows:

1. Description.

A. Project. The Project is generally described as:

Southern Campbell County Arterial Road Reconstruction AML Project

B. Work. The work shall include the following items as described in the Drawings titled Southern Campbell County Arterial Road Reconstruction AML Project as well as the Project Manual:

- Base Bid
- Alternate 1
- Alternate 2

The Contractor shall furnish all of the labor, tools, materials, equipment, and services necessary for the construction and completion of the Project as described in the Contract Documents.

C. Contract Documents. The Contract Documents consist of the following items:

1.C.1. Drawings titled Southern Campbell County Arterial Road Reconstruction AML Project (name of drawings) dated 10 day of May (month), 2021.

1.C.2. Addenda numbered as Addendum #1 (list all addenda to the project)

1.C.3. Project Manual (title of Project Manual) dated 27 day of May (month), 2021. The Project Manual includes, but not limited to, the following unique documents:

- Davis Bacon Wages
- Job Site Posters
- Discontinuance of Work – Cultural Resources Unearthed

- And other required documents as found in the Project Manual.

1.C.4. List all other required documents here:

- **WYDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, EDITION 2021**
- **CITY OF GILLETTE STANDARD CONSTRUCTION SPECIFICATIONS, EDITION 2020**

- D. **Contract Time.** Time is of the essence in this agreement. The construction shall begin on the day that the Owner indicates in the Notice-to-Proceed. The Project shall exhibit Substantial Completion, as defined in Section 2N of this Agreement, by **70 calendar days** after the Notice-to-Proceed is issued. Final Completion will be completed **after 84 calendar days** after the Notice-to-Proceed is issued.
- E. **Contract Price.** For full and complete performance of the Work, the Owner agrees to pay the Contractor a sum of \$ **1,424,189.50**, payable in accordance with the terms of this Agreement.

2. Definitions. The following terms shall have these definitions:

- A. **Agreement** – This written instrument which is evidence of the contractual agreement between Owner and Contractor pertaining to the Work.
- B. **Contract Documents** – Those items pertaining to this Agreement, which are enumerated in Section 1C of this document.
- C. **Contract Price** – The moneys payable by Owner to Contractor for completion of the Work according the Contract Documents, which is enumerated in Section 1E.
- D. **Contract Time** – The number of calendar days or the date to reach Substantial Completion for the Project, which is enumerated in Section 1D of this document.
- E. **Contractor** – The individual or entity the Owner has hired to construct the Project, which is enumerated in the heading of this Agreement.
- F. **Change Order** - A written modification to this Agreement adjusting the scope of the Work, the Contract Price, or the Contract Time.

- G. Final Completion – After Substantial Completion, when any items identified on punch lists are complete, the Project is in all ways complete, the Owner has made final inspection and is ready to accept the Project.
- H. Owner – The Campbell County Board of Commissioners.
- I. Owner’s Consultant – A third party professional engineering or architectural firm hired by the Owner to assist the Owner’s Representative during the Project.
- J. Owner’s Representative – A County staff member assigned to the Project to carry out roles and responsibilities of the Owner.
- K. Project – The finished product of an organized process of constructing or installing the Work per the Contract Documents; which is enumerated in Section 1A of this document.
- L. Project Manual – A collection of project forms and technical specifications to be used for the Project. The Project Manual is a part of the Contract Documents. Underlined names in this Agreement refer to the specific titles of documents that are included in the Project Manual.
- M. Punch List – A document prepared near the end of a construction project listing work not conforming to contract specifications that the general contractor must complete prior to final payment.
- N. Substantial Completion – When a Project has progressed to a point where it can be used for its intended purpose as determined by the Owner. For example, if the Project is a building Substantial Completion occurs when a Certificate of Occupancy is issued; if the Project is a road Substantial Completion occurs when the road is open to traffic.
- O. Work – The entire construction required to be provided under the Contract documents, including, but not limited to, furnishing all necessary labor, tools, materials, equipment, and services.
- P. Work Directive – A written statement by the Owner to the Contractor ordering an addition, deletion or revision to the Work. The parties will expect that changes to the Work will be incorporated by a subsequent Change Order executed in writing after an appropriate change in Contract Price or Contract Time has been negotiated.
- 3. **Contractor’s Representations.** To induce the Owner to enter into this Agreement, Contractor represents and warrants to the Owner the following:
 - A. Contractor is professionally and fully qualified to perform the Work in a professional manner and complete the Project;

- B. Contractor is authorized to engage in business in the State of Wyoming and will maintain all necessary licenses, permits, or other authorizations as required by law or agreement with the Owner;
- C. Contractor has the expertise, experience, knowledge, and necessary plant, personnel, and financial capability to successfully complete the Project;
- D. The person signing this Agreement has the authority to bind the Contractor;
- E. Contractor is familiar with the work site in its present condition; and
- F. Contractor is aware of the terms of this Agreement, the nature and extent of the Contract Documents, and any local conditions, laws, or regulations which could affect the cost or progress of the Project.

4. Insurance. Without limiting any obligations or liabilities of Contractor, the Contractor shall secure and maintain policies of insurance as set forth below from an insurance company or companies authorized by the State of Wyoming with a minimum "A. M. Best" rating of at least A-. Such insurance will protect Contractor, its subcontractors, or anyone directly or indirectly employed by the Contractor or its subcontractors or for whose acts the Contractor or subcontractors may be liable. The insurance will also protect Owner and its representatives, agents and employees, and Owner's Consultant from claims for bodily injury, death, or property damage which may arise out of, or result from, the Contractor's or its subcontractors' operations during the Project.

Insurance policies shall contain a provision that coverage will not be cancelled or materially changed thirty (30) days written notice has been received by the Owner.

Owner and Owner's Consultant shall be named as an additional insured with a waiver of subrogation.

Contractor shall not commence any work until all required insurance has been obtained and certificates of insurance have been delivered to the Owner.

- A. Commercial General Liability. Must include broad form property damage (i.e. underground, explosion and collapse coverage) and blanket contractual liability coverage.

Each occurrence	\$1,000,000
Personal and advertising injury	\$1,000,000
General aggregate	\$2,000,000
Products and completed operations	\$2,000,000
(to be enforced for two (2) years after final payment)	

- B. Automobile Liability. Must include owned, not owned, and hired vehicles and must cover bodily injury and property damage.
- | | |
|---------------------------------------|-------------|
| Combined single limit (each accident) | \$1,000,000 |
|---------------------------------------|-------------|
- C. Umbrella or excess liability.
- | | |
|-----------------|-------------|
| Each occurrence | \$2,000,000 |
| Aggregate | \$2,000,000 |
- D. Unemployment Insurance. Recipient shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. The Recipient shall supply Agency with a Certificate of Good Standing or other proof of unemployment insurance coverage.
- E. Provide Certificate of Good Standing with Wyoming Workers Compensation and Employer's Liability Insurance. Employees hired in Wyoming to perform work under this Agreement shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program, if statutorily required. Employees brought into Wyoming from Recipient's home state to perform work under this Agreement shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program or other state or private workers' compensation insurance approved by the Wyoming Department of Workforce Services, if statutorily required. The Recipient shall provide the Agency with a Certificate of Good Standing or other proof of workers' compensation coverage for all of its employees who are to perform work under this Agreement, if such coverage is required by law. If workers' compensation coverage is obtained by Recipient through the Wyoming Department of Workforce Services' workers' compensation program, Recipient shall also obtain Employer's Liability "Stop Gap" coverage through an endorsement to the CGL policy required by this Agreement, with minimum limits as follows:
- | | |
|--|-------------|
| Bodily Injury by Accident (each accident): | \$1,000,000 |
| Bodily Injury by Disease (each employee): | \$1,000,000 |
| Bodily Injury by Disease (policy limit): | \$1,000,000 |

5. **Payment and Performance Bonds.** Contractor shall furnish bonds as security for the faithful performance of the Work and payment of all Contractor's obligations arising thereunder; in accordance with Wyoming Statute §16-6-112. Each bond shall be in the amount of the Contract Price and shall remain in effect one (1) year from the date of final payment.

Language in the bond documents shall match the language of the AIA Document A312-2010 and may be issued using the surety company's own forms.

Surety Companies executing bonds must be authorized to transact business in Wyoming and must appear on the Department Circular 570 from the Bureau of Fiscal Service of the United States Department of the Treasury.

The Contractor shall provide notification to subcontractors and materialmen of their rights of protection under the bonds per Wyoming Statute §16-6-121. Contractor shall deliver the required bonds to Owner prior to the commencement of construction.

Payment for the Payment and Performance Bonds shall be made under the mobilization bid item as per the 2021 Edition of the WYDOT Standard Specifications for Road and Bridge Construction Specifications.

6. Owner's Responsibilities.

- A. The Owner shall assign a County staff member as the Owner's Representative for the Project; to carry out roles and responsibilities of the Owner and provide contact information to the Owner.
- B. The Owner may, at their discretion, hire third party Owner's Consultant(s) to assist Owner during the Project. The Owner will notify the Contractor in writing of the person or company who will be fulfilling this role and their contact information.
- C. With respect to matters of importance to the progress of the Work, the Owner shall respond to questions, and provide information regarding the Project in a timely manner.
- D. The Owner shall fulfill construction administration actions identified in Section 10.
- E. The Owner shall provide up to three (3) copies of the Contract Documents to the Contractor.
- F. The Owner shall make payments to the Contractor for the Work in accordance with Section 14 and Section 17.

7. Contractor's Responsibilities.

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently using the Contractor's best skill and attention to fulfill the expectations associated with and completion of the Project.
- B. Contractor shall perform the Work necessary to construct the Project in accordance with the Contract Documents; providing sufficiently skilled workers and suitable materials and equipment.
Contractor shall see that the finished work complies with Contract Documents.
- C. Contractor shall provide competent, suitably qualified personnel to perform the Work. Contractor shall be responsible to the Owner for acts and omissions of the employees and agents of the Contractor, the Contractor's subcontractors, and other entities performing the Work through the Contractor.
- D. Contractor shall be solely responsible for, and have control over, the means, methods, techniques, sequences, and procedures of construction.
- E. Contractor shall be responsible for coordinating all portions of Work under this Agreement and for the schedule and timeline of the Work on the Project.
- F. Contractor shall maintain order and good discipline at the construction site at all times. Contractor shall keep the premises clean and free of accumulations of waste materials and debris resulting from the Work.
- G. Contractor shall comply with laws, ordinances, rules, and regulations applicable to the Work.
- H. Contractor shall conduct its operations in a safe manner and comply with all applicable laws and regulations relating to safety and work site conditions.

Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with construction of the Project to prevent and avoid injury, and loss or damage to persons or property.

- I. Contractor shall assign a competent Superintendent as an authorized representative on the project site to fulfill the Contractor's responsibilities and obligations under this contract. The Superintendent must be in attendance on the site during construction.

Qualifications of the proposed superintendent shall be submitted to the Owner for review prior to beginning work on the Project. The Contractor shall not assign a superintendent to the Project if the Owner has made a reasonable objection to that person.

- J. A pre-construction meeting will take place prior to beginning work on the Project. Items to be covered at the meeting will include names and contact information for all involved parties, schedules and timelines, Project protocols, coordination, responsibilities of the parties, traffic and site control plan, and other similar actions. The Contractor is to assist with the content of this meeting.
- K. Contractor shall keep one (1) record copy of Contract Documents, specifications, drawings, addenda, modifications and shop drawings at the Project site. Such documents will be kept in good order and annotated to show any and all changes made during the construction process. These documents shall be submitted to the Owner as record drawings at the end of the Project.
- L. Contractor must provide the order the Contractor proposes to complete key components to the Project. The Contractor shall also update the Owner on the status of the Project; though progress meetings and by providing updated schedules that show the critical path of key components to the Project.
- M. Materials testing for quality control during construction will be administered and paid for by the Owner. Contractor shall assist the Owner in coordinating these tests with the testing company. Any retests for failures will be charged to the Contractor. Contractor shall be responsible for and shall pay all costs for inspections or testing required of the Contractor in the Contract Documents.
- N. Contractor shall secure and pay for building permits and other permits, licenses, and fees required by government agencies or by the Contract Documents. Contractor shall comply with any requirements of the permits and bear all costs related to the permits including any tests, inspections, or approvals.
- O. Contractor shall pay all license fees and royalties, and assume all costs incident to the use, in the performance of the Work, of any invention, process, or device which is the subject of patent rights or copyrights held by others. Contractor shall pay all sales, consumer, use, and other taxes required by law. Contractor is responsible for all State and Federal taxes on payments earned under this Agreement, and for the earnings paid to any workers hired by Contractor.
- P. Contractor shall contact utility companies to locate the utilities on and around the Project per One Call of Wyoming policy. Notifications to utilities and related civil penalties will be governed by Wyoming Statutes §37-12-301 through §37-12-307.

Contractor shall work with the Owner to locate service lines and utilities that are within the site and not marked by utility companies. Contractor shall strive diligently to avoid damaging any utilities during construction.

- Q. If any hazardous environmental conditions are encountered during construction, the Contractor shall isolate and secure the location, stop all work in and around the hazardous condition, and notify the Owner immediately. Contractor shall not be responsible for any hazardous environmental conditions encountered at the site that were not identified in the Contract Documents.
- R. Contractor to provide Owner, Owner's Consultant(s) and/or Owner's identified Representative(s) access to the Project site.
- S. Contractor shall provide any shop drawings and submittals required by the Contract Documents to the Owner for review. When the Contractor provides shop drawings and any required submittals, the Contractor is representing that the Contractor has reviewed and approved such documents and verifies the materials, field measurements, and field construction criteria are correct.
- T. Contractor warrants and guarantees that all materials and equipment are new and that the Work is of good quality, free from faults or defects, and conforms to the Contract Documents. All materials and equipment exclude defects or damage caused by modifications or improper use by the Owner, or normal wear and tear.
- U. Contractor will provide a one (1) year warranty for Project improvements including materials, equipment, and workmanship; beginning on the date of Substantial Completion. If any work is found to be defective during the warranty period, Contractor shall immediately repair or replace the defective portion(s) without cost to the Owner and in accordance with the Owner's instructions. If Contractor fails to do so, the Owner may have the defective work repaired; with all costs associated with the repair to be paid by the Contractor.
- V. Contractor shall promptly correct or repair any work determined by the Owner to be defective, or that fails to conform to the Contract Documents.
- W. Contractor shall at all times be an independent Contractor in performing the work under this Agreement.
- X. Contractor shall follow all local, state, and federal laws and regulations related to the Contractor's employees, the Contractor's equipment, and/or any other item related to completion of the Work.
- 8. **Assignment and Subcontracts.** The Contractor shall not assign Contractor's interest in this Agreement nor subcontract more than fifty percent (50%) of the value of the Work. Subcontractors working on the Project are subject to the approval of the Owner. Contractor is responsible for the acts and omissions of the subcontractors as well as the

quality and the timeliness of the work performed by them. Contractor agrees to bind every subcontractor to the terms and conditions of this Agreement.

9. **Construction by Others.** Owner reserves the right to award separate contracts or to use Owner's own forces to complete portions of the Project or other construction or operations on the site. If this occurs, Contractor shall cooperate with Owner in coordinating schedules and any work phasing required. In doing this, Owner shall not substantially interrupt the Contractor's critical path schedule nor significantly encumber Contractor's ability to complete Work at the site.
10. **Construction Administration.** The Owner will fulfill the construction administration actions through Owner's Representative and/or Owner's Consultant(s). During construction administration, the Owner's Representative and/or Owner's Consultant(s) shall have the Owner's authority to:
 - A. Determine if the Work is proceeding in accordance with the Contract Documents and ascertain whether the acceptability of all Work and whether it is progressing satisfactorily.
 - B. Provide onsite observation(s) and inspection(s) to the extent desired by the Owner. This may include extensive observation and inspection on the Project site.
 - C. Notify Contractor of repairs or alterations that are needed on the Project site and will provide the Contractor copies of observation and inspection reports.
 - D. Have authority to reject any work which does not conform to the design.
 - E. Review and approve shop drawings, product data, and samples for conformance to the Contract Documents.
 - F. Review and approve submittals of proposed materials and equipment for the Project (including substitution requests) for quality, compatibility with the Project, and adherence to the Contract Documents.
 - G. Review proposed Change Orders to determine if costs are appropriate.
 - H. Review and approve pay requests. Owner's Representative and/or Consultant(s) may make a recommendation to Owner regarding payment based on a review of the progression of the Work, the point indicated on the pay request, and observation that quality of the Work is in accordance with Contract Documents.
 - I. Make determinations on unit price work items.

- J. Order minor changes to the Work that are consistent with the Contract Documents.
 - K. Interpret the intent of the Contract Documents and make decisions concerning performance under, and requirements of, the Contract Documents.
 - L. Answer the Contractor's questions regarding the Contract Documents and respond to requests for information, issue supplemental drawings and/or specifications (if necessary) and make necessary amendments to the Contract Documents. If any such clarifications constitute a change in the scope of work and require more time or resources to be used than was planned for in the bid, the Contractor may pursue a contract adjustment per Section 12B of this document.
 - M. Participate in progress meetings and Project walkthroughs.
 - N. Process Change Orders and/or Work Directives. Prepare such documents with backup information from the Contractor.
 - O. Make determinations on weather days.
 - P. Verify that tests performed by Owner's third-party testing company meet the intent of the Contract Documents.
 - Q. Determine the date of Substantial Completion.
 - R. Complete Substantial Completion and Final Completion walkthroughs of the Project, create punch lists for required actions, and verifying when such punch lists are complete.
- 11. Owner Initiated Changes.** Without invalidating this Agreement, Owner may, at any time and from time to time, order additions, deletions, or revisions to the Work. Such changes may be completed through a Change Order or by a Work Directive. The value of the work covered by the Change Order shall be determined by unit price (when applicable) or by a mutually agreed upon lump sum price.

12. Contractor Initiated Changes (Claims)

- A. Weather Days. If Contractor is not able to work on a critical path or controlling item on the Project for at least half of a regular scheduled work day because of inclement weather, then the Contractor shall be entitled to adjustments in the Contract Time. Adjustments to the Contract Time are calculated for each weather day that is greater than the anticipated number of weather days for the given month as shown below:

January	8
February	8
March	7

April	6
May	4
June	3
July	2
August	2
September	2
October	4
November	5
December	7

- B. Contract Adjustment. If Contractor claims that it is entitled to damages, an extension of the Contract Time, or an adjustment of the Contract Price, for any reason, then Contractor must deliver a written claim to Owner. Such claims may include, but are not limited to, any act or neglect of Owner or Owner's Representative or employee, unknown physical conditions encountered at the site, hazardous environmental conditions encountered at the site, conditions which differ materially from those indicated in the Contract Documents, or any inaccurate or improper material representations by the Contract Documents.
- C. Failure of Contractor to file a claim as provided herein shall constitute a waiver of the claim by Contractor. Pending resolution of a claim, Contractor shall proceed diligently with the performance of the Work.
- D. Delays. The Contractor shall be entitled to an equitable adjustment in Contract Time so long as the Contractor has been diligent in working on the Project and someone for whom the Owner is responsible for delays, disrupts, or interferes with the progression of the work; or the Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, acts of God, or failures to act of utility owners; or there are other delays beyond the control of the Contractor. In such or comparable cases, the extension of the Contract Time will be an amount equal to the time lost due to such delays. This shall be Contractor's sole and exclusive remedy for such delay.
- E. Any claims for weather days, contract adjustment, or delays shall be delivered to Owner in writing with supporting data and documentation within ten (10) days after the occurrence of the event giving rise to the claim or within ten (10) days after the Contractor first recognized the condition. The Owner's Representative shall provide a decision, in writing, upon review of submitted materials and consultation with the Owner's Consultant (if applicable) within thirty (30) days of receipt of the request and all applicable materials.

Should the decision of the Owner's Representative be found unsatisfactory by the Contractor, the Contractor may submit an appeal to the Campbell County Board of Commissioners within fourteen (14) calendar days of the date of the decision by the

Owner's Representative. Upon receipt of the appeal, the Campbell County Board of Commissioners shall provide a decision within sixty (60) calendar days. Should the decision of the Campbell County Board of Commissioners be found unsatisfactory by the Contractor, only then, may the Contractor submit for a decision by the District Court, in Campbell County, Wyoming.

13. Change Orders. Subsequent to issues arising under Sections 11 and/or 12 of this document, all changes to the Contract Price or Contract Time will be formalized by the parties executing a Change Order to this Agreement. Upon receipt of an executed Change Order, Contractor shall proceed with the Work involved. All such Work shall be executed under the same applicable conditions and include any adaptations provided in the Change Order. If a notice of contract changes to the surety is a requirement of a bond, it will be the Contractor's responsibility to make the notification.

14. Progress Payments. When requested by the Contractor, progress payments may be made as follows:

- A. Contractor shall submit to Owner monthly pay applications for the work completed through the date of the pay application. Contractor shall use the Contractor's Application for Payment document included in the Project Manual.
- B. The application will be supported by information that is reasonably requested by Owner to verify the work is done and the amount is due.
- C. Payment for materials purchased specifically for the Project may be included in the application; so long as the materials are stored on site or at another secure location that can be observed by the Owner. Proof of insurance will be required for alternate storage sites.
- D. Lien waivers must be included from major subcontractors and suppliers through the date of the most recent previous pay application; to verify that payment has been received from the Contractor per Wyoming Statute §16-6-1001(a)(iv). Contractor shall use the Release and Waiver of Lien document included in the Project Manual.
- E. Retainage shall be deducted from each pay application as described in Section 15 of this document.
- F. Progress payments shall be made in accordance with the current Campbell County Public Works Accounts Payable schedule, which is attached and labeled/identified as Exhibit __A__ to this agreement.
- G. Each application shall be promptly reviewed by the Owner's Representative and/or the Owner's Consultant. A reasonable amount of time is permitted for this review.

- H. No progress payment shall be construed to be a final acceptance or approval of that part of the services or Work to which the payment relates. A progress payment will not release a Contractor from any of the Contractor's obligations under this Agreement or liabilities with respect to such services or Work.
 - I. Owner may withhold payments to the extent necessary to protect Owner against any loss or damage due to, but not limited by, the following: (1) Contractor's repeated failure to carry out the Work in accordance with the Contract Documents, (2) defective work not remedied, (3) failure of the Contractor to promptly pay their subcontractors, materialmen, suppliers or laborers, (4) receipt of a third party claim, lien, or demand, or reasonable evidence of a pending claim, lien, or demand, or (5) if Owner, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Work under this Agreement.
 - J. Contractor warrants and guarantees that title to all Work, materials and/or equipment covered by any pay application will pass to Owner at the time of payment, free and clear of all and any liens, claims, security interests and/or encumbrances.
- 15. Retainage.** Retainage shall be administered in accordance with Wyoming Statute §16-6-701 through 706. Retainage will be deducted from each progress payment in the amount of five percent (5%). Contractor may provide for retainage in all of its contracts with subcontractors consistent with the requirements set out in this agreement. Retainage will be held in one of the 2 following methods, based on the contractors preference until after the Final completion and the 40 day advertising period:
- A. The Contractor shall set up an account in Contractor's name with an acceptable depository to serve as custodian of retained monies during the Project. An agreement shall be executed between the Owner, Contractor, and depository identifying the following: (1) the Contractor shall be responsible for all fees associated with the account as well as any tax liabilities from interest accrued, (2) the terms of the account are such that no funds will be released to the Contractor until the depository has received written authorization from the Owner to release the funds, (3) should the Contractor fail to satisfactorily complete the work, the Owner will have access to these funds, and (4) the Owner bears no responsibility for the safety of the funds in the account. The form of such an agreement is to be titled Joint Account Agreement for Retainage. This form is included in the Project Manual.
Or;
 - B. Retainage amounts will be calculated on the pay applications and will remain in the project budget as money not yet paid. Contractor may provide for retainage in all of its contracts with subcontractors consistent with the requirements set out in this agreement.

16. Project Closeout. To closeout a project, the following items will take place in the order provided:

- A. Substantial Completion. After inspection of the work by Owner and Owners Consultant, and when Substantial Completion has been met, a punch list will be created of minor items to be completed prior to Final Completion and will be issued to the Contractor along with the Certificate of Substantial Completion. Project will be advertised for forty (40) days as required per Wyoming Statute §16-6-116. The last pay application for 100% of the Contract Price may be submitted and processed.
- B. Warranty. Contractor is to issue a warranty for materials, equipment, and workmanship as described in Section 7T of this document. The Warranty will be for one (1) year from the date of Substantial Completion. The document to be used for is titled Warranty and is included in the Project Manual.
- C. Final Completion. When all punch lists are completed, and the Owner is satisfied that the Project is in all ways complete and acceptable, the Certificate of Final Completion will be issued. Final Completion shall be attained within 2 weeks of the issuance of the Substantial Completion certificate.
- D. Lien Waivers. During the advertisement period, final lien waivers should be obtained from the subcontractors and major suppliers; as indicated on the form titled Lien Waivers included in the Project Manual. If the Contractor is still holding retainage from the subcontractors or suppliers, the lien waivers shall indicate as such.
- E. Affidavit. The Contractor shall provide a final lien waiver and sworn statement of payment, stating all claims of all subcontractors and suppliers per Wyoming Statute §16-6-117. The form to be used is titled Affidavit on Behalf of Contractor and is provided in the Project Manual.

17. Final payment. The final payment will be the release of the Contractor's retainage from the joint account or the payment of the retained amounts held in the Owners budget. Owner shall make final payment to Contractor when (1) items 16 A-E are complete to the Owner's satisfaction, (2) there have been no claims or payment issues brought to the Owner's attention that are not covered by an appropriate bond, and (3) the Owner is in all ways satisfied with the Project.

Owner's failure to identify defective or incomplete work shall not impair Owner's right to recover for any defective work or breach of this Agreement by Contractor. The making of final payment by Owner will not constitute a waiver by Owner of any claims against Contractor arising from a breach of this Agreement or from defective work or failing to comply with the terms of this Agreement.

18. Acceptance of Final Payment. The acceptance of final payment will constitute a waiver of all claims by Contractor against Owner.

19. Liquidated Damages. The Owner will suffer financial loss if the Work is not completed within the Contract Time. Owner and Contractor agree that, as liquidated damages for delay (but not as a penalty), Contractor shall pay \$250 for each calendar day between the date when Substantial Completion is required and the date when Substantial Completion occurs. , Contractor shall also pay \$250 for each calendar day between the date when Final Completion is required and the date when Final Completion occurs.

20. Termination or Suspension. Work may be terminated or suspended per the following:

A. Owner suspension for convenience. Owner may without cause order the Contractor in writing to suspend the work. If the suspension is without cause, Contractor may seek an adjustment of the Contract Price or Contract Time or both if its work has been adversely impacted by any suspension; unless the actions or inactions of the Contractor, its subcontractors, or suppliers are the reason for the suspension.

B. Owner termination for convenience. Owner may, at any time, terminate this Agreement, for Owner's convenience and without cause, by giving written notification to the Contractor. Upon receipt of this notification, Contractor shall cease operations, take actions necessary for the protection of the existing Work, and terminate existing subcontracts.

20.B.1. In such case the contractor shall be paid for (1) work properly executed through the termination date including reasonable overhead and profit, (2) expenses sustained through the termination date in performing services and furnishing labor, materials, or equipment for the Project, (3) costs incurred in settlement of terminated contracts with subcontractors and suppliers, and (4) reasonable expenses directly attributable to termination.

20.B.2. Contractor shall not be paid on account of lost anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

C. Owner termination for cause. If the Contractor is (1) guilty of a substantial breach in this Agreement, (2) repeatedly disregards laws, regulations, ordinances, codes, or orders of a public authority, (3) fails to make payment to subcontractors or suppliers for which Owner has made payment to Contractor, (4) repeatedly refuses to properly complete the Work and supply necessary materials or workers, or (5) fails to deliver the insurance certificate, payment, and performance bonds within fourteen (14) days of the Owner executing this Agreement, if required; the Owner may terminate this Agreement.

During such a termination and after providing written notification to the Contractor, the Owner may take control of the Project site and materials or equipment that have been paid for and finish the Work. If the unpaid balance of the Contract Price is not enough to finish the Project, the Contractor shall remain liable to the Owner for the difference in price. If there is an excess balance of funds after the Owner completes the Project, allowing for construction costs and any other legal or other costs attributable to the Owner taking over the Project, that amount will be paid to the Contractor. Any applicable bonds in place for the Project may be executed in behalf of the Owner and used in conjunction with or separate from the process described here.

- D. Contractor termination. As long as the following does not occur due to acts or faults of the Contractor its subcontractors, suppliers, or anyone it has control over; the Contractor may terminate this Agreement if without reason or justification, Owner has not made payment to the Contractor as described in this Agreement or if work is stopped for sixty (60) consecutive days due to: (1) a court order or act of government official requiring the Work to be stopped, (2) delays by anyone the Owner is responsible for, (3) suspensions by the Owner as described in Section 20A, or (4) the Owner repeatedly failing to fulfill contractual obligations with respect to matters important to progress of the Work. The Owner shall pay the Contractor for work properly executed and materials stored on site through the termination date, restocking fees on materials that have been ordered for the project but not yet delivered, and reasonable demobilization costs.

21. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Owner and its representatives, agents, and employees, and Owner's Consultant from and against all claims, demands, damages, causes of action, liabilities, losses and expenses, including, without limitation, attorneys' and consultants' fees and expenses arising out of, or resulting from, performance of the Work by Contractor, its subcontractors or anyone employed by them or for whose acts they may be liable.

22. Limitation on Liability. Notwithstanding any other provisions of this Agreement, the Owner's liability to Contractor for any claimed breach of this Agreement or breach of any alleged representations or warranties, whether expressed or implied, shall never exceed the Contract Price less any payments made by Owner to Contractor.

Further, the Owner shall not be liable to Contractor for consequential damages, loss of bonding capacity, loss of profits from other transactions or contracts, impairment of capital, loss of financing, loss of business, or loss of reputation.

23. Disputes. Claims, disputes or other matters in question between the parties to this Agreement shall, initially, attempt to be resolved through good faith efforts. If not resolved through good faith efforts by the parties, the aggrieved party may pursue any and all legal remedies available.

- 24. Jurisdiction.** This Agreement shall be governed by the laws of the State of Wyoming. The Sixth Judicial District, Campbell County, Wyoming shall have exclusive jurisdiction of all disputes arising out of this Agreement.
- 25. Governmental Immunity.** By entering into this Agreement, Owner does not waive any governmental immunity to which Owner is entitled under Chapter 39, Governmental Claims, of the Wyoming Code of Civil Procedure. Further, Owner expressly reserves the right to assert governmental immunity to any claims arising under this Agreement.
- 26. Entire Agreement.** This document represents the entire and integrated agreement between Owner and Contractor and may be amended only by a written instrument; signed by both parties.

Campbell County Board of Commissioner
(Owner)

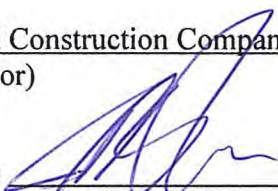
Signature _____

Name _____

Title _____

Date _____

Melgaard Construction Company, Inc.
(Contractor)

Signature  _____

Name John Melgaard Jr

Title President

Date 6-7-21

EXHIBIT A



Campbell County Public Works Construction Contracts Accounts Payable Schedule

2020	
Invoice due to Public Works	Board approval date
Jan 22, 2020	Feb 4, 2020
Feb 19, 2020	Mar 3, 2020
Mar 18, 2020	April 7, 2020
Apr 22, 2020	May 5, 2020
May 20, 2020	June 2, 2020
June 17, 2020	July 7, 2020
July 22, 2020	Aug 4, 2020
Aug 19, 2020	Sep 1, 2020
Sep 23, 2020	Oct 6, 2020
Oct 21, 2020	Nov 3, 2020
Nov 18, 2020	Dec 1, 2020
Dec 23, 2020	Jan 5, 2021

2021	
Invoice due to Public Works	Board approval date
January 20, 2021	February 2, 2021
February 17, 2021	March 2, 2021
March 24, 2021	April 6, 2021
April 21, 2021	May 4, 2021
May 19, 2021	June 1, 2021
June 23, 2021	July 6, 2021
July 21, 2021	August 3, 2021
August 18, 2021	September 7, 2021
September 22, 2021	October 5, 2021
October 20, 2021	November 2, 2021
November 17, 2021	December 7, 2021
December 22, 2021	January 4, 2022

The Board approval dates are Tuesdays and the checks will be mailed out by Friday after approval.

Wendy Balo
Senior Financial Specialist
Campbell County Public Works
307-687-6341
WML05@ccgov.net

The following page(s) contain the backup material for Agenda Item: [9:50 Piper Acres Improvement & Service District Formation](#)

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed.

**Office of
Campbell County Clerk
P.O. Box 3010
Gillette, WY 82717-3010
Phone (307)682-7285 Fax (307)687-6455**

MEMORANDUM

TO: Sandra Beeman
Office of County Commissioners

FROM: Kendra Anderson *KA*
Campbell County Deputy Clerk

DATE: June 9, 2021

RE: Piper Acres Improvement and Service District Formation

Attached to this cover memo is the Order Approving the Petition for Formation of Piper Acres Improvement and Service District and Providing for Notice of Election Date. Please add this to the June 15th meeting agenda. I will be presenting at the meeting.

Please return the Order to me after it is signed by the Board.

Contact me if you need more information.

cc:
Sean Brown
Patrick Carpenter

**BEFORE THE CAMPBELL COUNTY
BOARD OF COUNTY COMMISSIONERS**

IN THE MATTER OF:

An Order for the Formation and Organizational Election
of Piper Acres Improvement and Service District

)
)
)
)

**ORDER APPROVING THE PETITION FOR FORMATION OF THE
PIPER ACRES IMPROVEMENT AND SERVICE DISTRICT AND PROVIDING FOR
NOTICE OF ELECTION DATE**

This matter came before the Board of Campbell County Commissioners on a petition requesting the formation of Piper Acres Improvement and Service District. The Board, being fully advised in the premises, finds that:

1. The filed petition, having been signed by not less than sixty (60%) of the persons owning land within the territory proposed to be included within the district, whose land has an assessed value of sixty (60%) percent or more, may be inspected at the office of the Campbell County Clerk.
2. The name of the proposed district shall be Piper Acres Improvement and Service District.
3. The purpose of the district and the description of the improvements and services to be provided by the district are to manage service and maintain the central water system and all roadways within proposed district which currently serve the owners of land within the proposed district.
4. The district may also provide subdivision control and may serve any other purpose allowed by law.
5. The area of the district does not overlap any land presently within any other improvement and service district, nor does it include any lands within a city or town.
6. The proposed district is located within Campbell County, Wyoming, and is more particularly described on Exhibit "A".
7. The Board of Directors of the proposed district may establish monthly assessments for all tracts in the district to establish a fund for maintenance, expansion and improvements to the water system and roadways. It is not anticipated that any financing will be necessary for funding the expenditures of the district in the first year. The district shall have such powers as authorized by statute for funding any future needs of the district.
8. A filing fee of \$200.00 has been timely filed with the County Clerk as required by W.S. 18-12-105.

9. The Board held a public hearing on the petition on May 4, 2021, as required by Wyoming Statute §22-29-109 (a) (ii). No one appeared or otherwise presented information concerning the proposed formation.

10. No petitions have been filed praying to have any property within the boundaries of the proposed district excluded therefrom.

IT IS THEREFORE ORDERED that the petition for the formation of Piper Acres Improvement and Service District has been signed, filed and presented in conformity with W.S. 18-12-105 through 18-12-120 and that the allegation thereof are true.

IT IS FURTHER ORDERED that the question of the organization of the Piper Acres Improvement and Service District shall be submitted to the electors of the proposed district at an election to be held for that purpose.

IT IS FURTHER ORDERED that the election will be held on the 28th day of September 2021, and will be conducted by a mail ballot election in accordance with W.S. 22-29-115.

IT IS FURTHER ORDERED that at such election the electors shall vote for or against the organization of the proposed district, and for the election of three (3) Directors who shall constitute the initial Board of Directors of the proposed district, if organized, one director to serve for four (4) years, two (2) directors to serve for two (2) years.

DATED this 15th day of June 2021

CAMPBELL COUNTY BOARD OF COMMISSIONERS

Board Member

Board Member

Board Member

Board Member

Board Chairman

Attest:

Campbell County Clerk

EXHIBIT "A"

(Legal Description)

PIPER ACRES PHASE I, A TRACT OF LAND BEING THE W1/2SW1/4 OF SECTION 13; THE SE1/4SW1/4, THE S1/2SE1/4, AND NE1/4SE1/4 OF SECTION 14; THE N1/2NE1/4 OF SECTION 23, AND A PORTION OF THE NW1/4NW1/4 OF SECTION 24, TOWNSHIP 49 NORTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CAMPBELL COUNTY, WYOMING. SAID TRACT OF LAND BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 23, BEING THE TRUE POINT OF BEGINNING;

THENCE S89°04'01"W ALONG THE SOUTH LINE OF THE SE1/4 SW1/4 OF SAID SECTION 14, A DISTANCE OF 1331.91 FEET TO THE SOUTHWEST CORNER OF THE SE1/4 SW1/4 OF SAID SECTION 14;

THENCE N00°46'54"E ALONG THE WEST LINE OF THE SE1/4 SW1/4 OF SAID SECTION 14, A DISTANCE OF 1322.27 FEET TO THE NORTHWEST CORNER OF THE SE1/4 SW1/4 OF SAID SECTION 14;

THENCE N89°17'41"E ALONG THE NORTH LINE OF THE SE1/4 SW1/4 OF SAID SECTION 14, A DISTANCE OF 1330.13 FEET TO THE NORTHEAST CORNER OF THE SAID SE1/4 SW1/4 OF SECTION 14;

THENCE N89°18'03"E ALONG THE NORTH LINE OF THE SW1/4 SE1/4 OF SAID SECTION 14, A DISTANCE OF 1331.98 FEET TO THE NORTHEAST CORNER OF THE SAID SW1/4 SE1/4 OF SECTION 14;

THENCE N00°43'15"E ALONG THE WEST LINE OF THE NE1/4 SE1/4 OF SAID SECTION 14, A DISTANCE OF 1311.76 FEET TO THE NORTHWEST CORNER OF THE NE1/4 SE1/4 OF SAID SECTION 14;

THENCE N89°30'06"E ALONG THE NORTH LINE OF THE NE1/4 SE1/4 OF SAID SECTION 14, A DISTANCE OF 1331.09 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 14;

THENCE N89°01'11"E ALONG THE NORTH LINE OF THE W1/2 SW1/4 OF SAID SECTION 13, A DISTANCE OF 1335.56 FEET TO THE NORTHEAST CORNER OF THE NW1/4 SW1/4 OF SAID SECTION 13;

THENCE S00°31'21"W ALONG THE EAST LINE OF THE NW1/4 SW1/4 OF SAID SECTION 13, A DISTANCE OF 1312.62 FEET TO THE SOUTHEAST CORNER OF THE NW1/4 SW1/4 OF SAID SECTION 13;

THENCE S00°31'56"W ALONG THE EAST LINE OF THE SW1/4SW1/4 OF SAID SECTION 13, A DISTANCE OF 1312.78 FEET TO THE SOUTHEAST CORNER OF THE SW1/4SW1/4 OF SAID SECTION 13;

THENCE S00°10'03"W ALONG THE EAST LINE OF THE NW1/4 NW1/4 OF SAID SECTION 24, A DISTANCE OF 1260.46 FEET TO THE NORTHERLY RIGHT OF WAY OF WYOMING STATE HIGHWAY NUMBER 50;

THENCE S40°16'44"W ALONG THE SAID NORTHERLY RIGHT OF WAY OF WYOMING STATE HIGHWAY NUMBER 50, A DISTANCE OF 95.46 FEET TO THE SOUTH LINE OF THE NW1/4 NW1/4 OF SAID SECTION 24;

THENCE S89°39'26"W ALONG THE SAID SOUTH LINE OF THE NW1/4 NW1/4 OF SECTION 24, A DISTANCE OF 1276.71 FEET TO THE SOUTHWEST CORNER OF THE NW1/4 NW1/4 OF SAID SECTION 24;

THENCE S89°01'01"W ALONG THE SOUTH LINE OF THE N1/2 NE1/4 OF SAID SECTION 23, A DISTANCE OF 2659.56 FEET TO THE SOUTHWEST CORNER OF SAID N1/2 NE1/4 OF SAID SECTION 23;

THENCE N00°14'43"W ALONG THE WEST LINE OF THE N1/2 NE1/4 OF SAID SECTION 23, A DISTANCE OF 1332.68 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 23 AND THE TRUE POINT OF BEGINIING.

SAID TRACT OF LAND CONTAINS 363.304 ACRES, MORE OR LESS.

The following page(s) contain the backup material for Agenda Item: [9:55 Early Intervention & Education Program Part B Contract](#)

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed.

**OFFICE**

500 South Gillette Avenue
Suite 1100
Gillette, Wyoming 82716
(307) 682-7283
(307) 687-6325 FAX
www.ccgov.net

Carol J. Seeger, Commissioners
Administrative Director

BOARD OF COMMISSIONERS

Robert Maul, Chairman
Rusty Bell
Colleen Faber
D.G. Reardon
Del Shelstad

MEMORANDUM

TO: Campbell County Commissioners

FROM: Bethany Raab

RE: Children's Developmental Services Part B Contract

DATE: 06/09/2021

Attached you will find a contract between the Wyoming Department of Health, Behavioral Health Division and the Campbell County Children's Center. The purpose of this contract is to provide preschool, special education, and related services to children ages three (3) through five (5) years with disabilities. This contract is for the FY 21/22 fiscal year. Award amount is \$1,991,408.40. These funds are state (\$1,873,670.40) and federal funds (\$70,308.00) (CFDA# 84.027A). There are no matching funds required for this contract. HR/Risk, County Attorney and Grants reviewed the contract and requested no revisions.

A representative from Children's Developmental Services will be presenting this contract.

Thank you!

**CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION
AND
CAMPBELL COUNTY CHILDREN'S DEVELOPMENTAL SERVICES**

1. **Parties.** The parties to this Contract are Wyoming Department of Health, Behavioral Health Division (Agency), whose address is: 122 West 25th Street, Herschler Building 2 West, Suite B, Cheyenne, Wyoming 82002, and Campbell County Children's Developmental Services (Subrecipient), whose address is: 1801 South 4-J Road, Gillette, Wyoming 82718. This Contract pertains to the Part B/619, Early Intervention and Education Program, Operations Administration section of the Agency.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Subrecipient shall provide preschool, special education, and related services to children ages three (3) through five (5) years with disabilities in accordance with the Individuals with Disabilities Education Act (IDEA), 20 U.S.C § 1400, *et seq.*, and regulations 34 C.F.R. Part 300, to include Subpart G Authorization, Allotment, Use of Funds, and Authorization of Appropriations (Section 611 of Part B of IDEA), Subpart H Preschool Grants for Children with Disabilities (Section 619 of Part B of IDEA) and subsequent revisions, and Wyo. Stat. § 21-2-706. The funding for this Contract comes from the Preschool IDEA Part B/619 and Part B/611 budget funded by an inter-agency grant from the Wyoming Department of Education and state general funds.
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, 2021, or Effective Date, whichever is later, through June 30, 2022. All services shall be completed during this term.
4. **Payment.**
 - A. The Agency agrees to pay the Subrecipient for the services described in Section 5 below and in Attachment A, Statement of Work, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed one million, nine hundred ninety-one thousand, four hundred eight dollars and forty cents (\$1,991,408.40). This amount includes all federal and state funding. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.
 - B. Pursuant to Wyo. Stat. § 21-2-706, state funding is based upon the state December 1 child count. The state per-child rate for Fiscal Year 2022 is eight thousand, three hundred eleven dollars and forty cents (\$8,311.40) plus three hundred and sixty-three dollars (\$363.00) per child to provide social-emotional development services for a total per child amount of eight thousand, six hundred seventy-four dollars and forty cents (\$8,674.40).

- (i) Total state funding for eligible children ages three (3) through five (5) years, including social-emotional development services, is one million, eight hundred seventy-three thousand, six hundred seventy dollars and forty cents (\$1,873,670.40).
- C. Pursuant to Catalog of Federal Domestic Assistance (CFDA) No. 84.027A, the source of federal funds for Part B/611 is based upon the federal December 1 child count. The total amount for eligible children ages three (3) through five (5) years is seventy thousand, three hundred eight dollars (\$70,308.00).
- D. Pursuant to CFDA No. 84.173A, the source of federal funds for Part B/619 is based upon the federal December 1 child count. The total amount for eligible children ages three (3) through five (5) years is forty-seven thousand, four hundred thirty dollars (\$47,430.00).
- E. No payment shall be made for work performed before the Effective Date of this Contract. Should the Subrecipient 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 Subrecipient performs its duties and responsibilities to the satisfaction of Agency.
- F. Except as otherwise provided in this Contract, the Subrecipient shall pay all costs and expenses, including travel, incurred by Subrecipient or on its behalf in connection with Subrecipient's performance and compliance with all of Subrecipient's obligations under this Contract.

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

- A. Abide by the IDEA 20 U.S.C § 1400, *et seq.* and regulations 34 C.F.R. Part 300, to include Subpart H Preschool Grants for Children with Disabilities (Part B/619), Wyoming Department of Education Chapter 7 Rules Governing Services for Children with Disabilities, and Wyo. Stat. §§ 21-2-701 to 706 and any subsequent revisions to these federal and state rules and regulations, which are incorporated into this Contract by this reference.
- B. Provide the services described in Attachment A.
- C. Be accessible to eligible children ages three (3) through five (5) years with disabilities throughout the entire Contract term.
- D. Utilize Agency approved evaluation instruments for evaluating children ages three (3) through five (5) years to determine the need for special education and related services.

- E. Complete timely submission of hearing and vision results submitted to the Wyoming Early Hearing Detection and Intervention tracking system.
- F. Ensure all services are provided by highly qualified professionals in accordance with the Every Student Succeeds Act, Professional Teacher Standards Board standards, Wyoming licensure requirements for related service providers, and the Wyoming Department of Family Services Child Care Licensing rules, which are incorporated into this Contract by this reference.
- G. Ensure grievance procedures are followed in accordance with the Wyoming Department of Education's Dispute Resolution procedures, which are incorporated into this Contract by this reference.
- H. Ensure use of evidence-based practices and an evidence-based curriculum.
- I. Submit a statement regarding personnel vacancies as requested by the Agency for calculation of Maintenance of Effort, as defined in Attachment A.
- J. Implement an Individual Service Plan for all students in a private school setting, including a home-school setting, as defined in Attachment A.
- K. Keep all computer software and applications up-to-date.
- L. Not create, receive, maintain, or transmit individually identifiable education records in a manner that would violate any provision of the Family Educational Rights and Privacy Act (FERPA), IDEA, or other applicable federal, state, or local law.
- M. Establish, use, and maintain administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of all individually identifiable education records that the Subrecipient creates, receives, maintains, or transmits and to prevent any use or disclosure of individually identifiable education records as provided by this Contract.
- N. Secure all personally identifiable information in its possession in accordance with the most current standards established by the National Institute of Standards and Technology, which are incorporated into the Contract by this reference.

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

- A. Pay Subrecipient in accordance with Section 4 above.
- B. Consult with and advise the Subrecipient, as necessary, about the requirements of this Contract.

- C.** Monitor and evaluate the Subrecipient's compliance with the conditions set forth in this Contract.
- D.** Ensure all computer and software applications are up to date.
- E.** Not create, receive, maintain, or transmit individually identifiable education records in a manner that would violate any provision of FERPA, IDEA, or other applicable federal, state, or local law.
- F.** Establish, use, and maintain administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of all individually identifiable education records that the Subrecipient creates, receives, maintains, or transmits and to prevent any use or disclosure of individually identifiable education records as provided by this Contract.
- G.** Limit its use, disclosure, or requests for individually identifiable education records to the extent necessary to accomplish the intended purposes of such use, disclosure, or request.
- H.** Secure all personally identifiable information in its possession in accordance with the most current standards established by the National Institute of Standards and Technology.
- I.** Notify the Subrecipient within five (5) business days of any use or disclosure of individually identifiable education records not provided for by this Contract, any security incident, or any breach of unsecured individually identifiable education records of which the Agency becomes aware.
 - (i)** Such notice shall include the identification of each individual whose individually identifiable education record has been, or is reasonably believed to have been subject to such use, disclosure, incident, or breach, a statement indicating whether the individually identifiable education record was secured or unsecured, and a description of any security measures used.
 - (ii)** A disclosure, incident, or breach shall be treated as discovered by the Agency as of the first day on which such breach is known to the Agency, or, by exercising reasonable diligence, would have been known to the Agency. The Agency shall be deemed to have knowledge of a disclosure, incident, or breach if the same is known, or, by exercising reasonable diligence, would have been known to any person (other than the person committing the disclosure, incident, or breach) who is an employee, officer, or other agent of the Agency.
 - (iii)** All reports of breach involving unsecured individually identifiable education records by the Agency shall also include the most current contact information available for each individual whose individually identifiable

education record has been, or is reasonably believed to have been accessed, acquired, or disclosed, and any other information required by the Subrecipient for the notification of individuals.

- J.** Ensure any subrecipient the Agency uses to create, receive, maintain, or transmit individually identifiable education records on its behalf agrees to the same restrictions, conditions, and requirements that apply to the Agency under the terms of this Contract.
- K.** Ensure all individually identifiable education records received from the Subrecipient or otherwise created, maintained, or transmitted on behalf of the Subrecipient are made available to the Subrecipient as necessary for the Subrecipient to comply with an individual's request for access to individually identifiable education records, or any other request that may be required by law. If the Agency receives such request for individually identifiable education records directly, it shall notify the Subrecipient within three (3) business days following its receipt of such request. Thereafter, the parties agree to meet to promptly discuss and jointly resolve the request for individually identifiable education records. The parties' failure to reach an agreement regarding any such request prior to the timeframes specified in IDEA, as applicable, shall be cause for the Agency to terminate this Contract and all other contracts between the parties.

7. Special Provisions.

- A. Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance.
- B. Environmental Policy Acts.** Subrecipient 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.** Subrecipient 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 Subrecipient 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, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its sub-subrecipients 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 Subrecipient or its sub-subrecipients. 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 Subrecipient 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 Subrecipient 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 sub-subrecipient.
- 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 Subrecipient 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, Subrecipient 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, Subrecipient 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.** Subrecipient 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.** Subrecipient 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 Subrecipient purchases ownership using funds awarded under this Contract. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.
- M. Federal Audit Requirements.** Subrecipient 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. Subrecipient 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, Subrecipient 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.** Subrecipient 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. Subrecipient 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.** Subrecipient 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 Subrecipient 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 Subrecipient which are pertinent to this Contract. The Subrecipient 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 Subrecipient which are pertinent to this Contract. The Subrecipient 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 Subrecipient 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 subrecipients for work related to this Contract. The Subrecipient shall cooperate fully with other subrecipients and the Agency in all such cases.
- G. Compliance with Laws.** The Subrecipient 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 Subrecipient in the performance of this Contract shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Contract, Subrecipient 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 fifteen (15) pages; and 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.** Subrecipient 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 Subrecipient'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 Subrecipient 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 Subrecipient shall be free from control or direction over the details of the performance of services under this Contract. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient or the Subrecipient'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 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 Subrecipient in the performance of this Contract. Upon termination of services, for any reason, Subrecipient 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 Subrecipient 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 Subrecipient or its sub-subrecipients will violate any such restriction. The Subrecipient 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 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).

S. Insurance Requirements.

- (i) During the term of this Contract, the Subrecipient shall obtain and maintain, and ensure that each sub-subrecipient obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.
- (ii) All policies shall be primary over any insurance or self-insurance program carried by the Subrecipient or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Subrecipient or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- (iii) The Subrecipient shall provide Certificates of Insurance to the Agency verifying each type of coverage required herein. If the policy is a “claims made” policy instead of an “occurrence” policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.
- (iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Agency. A copy of the policy endorsement shall be provided with the Certificate of Insurance.
- (v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Agency may, at the Agency’s option, obtain and maintain, at the expense of the Subrecipient, such insurance in the name of the Subrecipient, or sub-subrecipient, as the Agency may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Subrecipient under this Contract.
- (vi) All policies required by this Contract shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.
- (vii) The Agency reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

T. Insurance Coverage. The Subrecipient shall obtain and maintain the following insurance in accordance with the Insurance Requirements set forth above:

- (i) Commercial General Liability Insurance. Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for

bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:

- (a) \$250,000.00 each person;
- (b) \$500,000.00 each occurrence;

The CGL policy shall include coverage for Explosion, Collapse and Underground property damage. This coverage may not be excluded by endorsement.

- (ii) Workers' Compensation and Employer's Liability Insurance. Employees hired in Wyoming to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program, if statutorily required. Employees brought into Wyoming from Subrecipient's home state to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program or other state or private workers' compensation insurance approved by the Wyoming Department of Workforce Services, if statutorily required.

The Subrecipient shall provide the Agency with a Certificate of Good Standing or other proof of workers' compensation coverage for all of its employees who are to perform work under this Contract, if such coverage is required by law. If workers' compensation coverage is obtained by Subrecipient through the Wyoming Department of Workforce Services' workers' compensation program, Subrecipient shall also obtain Employer's Liability "Stop Gap" coverage through an endorsement to the CGL policy required by this Contract, with minimum limits as follows:

- (a) Bodily Injury by Accident: \$250,000.00 each accident;
- (b) Bodily Injury by Disease: \$250,000.00 each employee; and
- (c) Bodily Injury by Disease: \$500,000.00 policy limit.

- (iii) Unemployment Insurance. The Subrecipient shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. The Subrecipient shall supply Agency with a Certificate of Good Standing or other proof of unemployment insurance coverage.
- (iv) Automobile Liability Insurance. Automobile liability insurance covering any auto (including owned, hired, and non-owned) with minimum limits of \$1,000,000.00 each accident combined single limit.

(v) Professional Liability or Errors and Omissions Liability Insurance. Professional liability insurance or errors and omissions liability insurance protecting against any and all claims arising from the Subrecipient's alleged or real professional errors, omissions, or mistakes in the performance of professional duties under this Contract, with minimum limits as follows:

- (a) \$250,000.00 each person; and
- (b) \$500,000.00 each occurrence.

The policy shall have an extended reporting period of two (2) years.

- U. **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.
- V. **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 Subrecipient 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. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to agree to certain terms and conditions supplied by the Subrecipient, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Contract, or in any attachments or documents incorporated by reference, will not be binding on the State of Wyoming. 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.
- W. **Taxes.** The Subrecipient 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.
- X. **Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by

the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Contract.

- Y. 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.
- Z. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- AA. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- BB. 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.
- CC. 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 Subrecipient 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.

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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, Behavioral Health Division

Stefan Johansson, Interim Director

Date

Matthew Petry, MPA, Senior Administrator

Date

SUBRECIPIENT:

Campbell County Children's Developmental Services

Bob Maul, Chairman of the Board of Commissioners

Date

Susan Saunders, County Clerk

Date

Bertine Bahige, Board of Directors Chair

Date

Robert Tranas, Executive Director

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Tyler M. Renner, Senior Assistant Attorney General

Date

Statement of Work (SOW)
Wyoming Department of Health, Behavioral Health Division (Agency)
Services to be provided by Campbell County Children's Developmental Services
Region 13 (Subrecipient)
For services to be provided from July 1, 2021, or Effective Date, whichever is later, through
June 30, 2022

I. Background/Introduction

This Contract upholds the requirements set forth in Individuals with Disabilities Education Act (IDEA) Part B/619 and Part B/611. The Contract and funds provided are used as compensation for preschool, early childhood special educators, speech-language pathologists, occupational therapists, physical therapists, and preschool services for the provision of IDEA; professional social-emotional services including training and technical assistance to community partners, and training and technical assistance in early childhood social emotional development; implementation of evidence-based best practices, screening and evaluation of children ages three (3) through five (5) years; and other required activities to ensure each child is provided a Free Appropriate Public Education as required in IDEA.

II. Purpose

The purpose of this Contract is to set forth the terms and conditions by which the Subrecipient shall provide preschool, special education, and related services to children ages three (3) through five (5) years with disabilities in accordance with IDEA, 20 U.S.C § 1400, et seq. and regulations 34 C.F.R. Part 300, to include Subpart G Authorization, Allotment, Use of Funds, and Authorization of Appropriations (Section 611 of Part B of IDEA), Subpart H Preschool Grants for Children with Disabilities (Section 619 of Part B of IDEA) and subsequent revisions, and Wyo. Stat. § 21-2-706. The funding for the Contract comes from the Preschool IDEA Part B/619 and Part B/611 budget funded by an inter-agency grant from the Wyoming Department of Education and state general funds.

III. Definitions

- A. **Timely Data Submission:** As defined by the Agency, a complete electronic submission of any and all documents required under IDEA that demonstrates a child is placed on an Individual Education Program (IEP) to receive services under Part B/619 of IDEA on or before December 1.
- B. **Designated Data Security Officer:** The person responsible for ensuring privacy and security of protected information.
- C. **Individual Service Plan:** A plan that describes the special education and related services the Subrecipient shall make available to a child in a private school setting including a home-school setting.
- D. **Generally Accepted Accounting Principles (GAAP):** A framework of accounting standards, rules and procedures defined by the professional accounting industry.

- E. **Maintenance of Effort:** The requirement for the Agency to budget and spend at least the same amount of state funds for the education of children with disabilities from year-to-year.
- F. **Least Restrictive Environment (LRE):** Defined by IDEA as “To the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are not disabled, and special classes, separate schooling, or other removal of children with disabilities from the regular educational environment occurs only when the nature or severity of the disability of a child is such that education in regular classes with the uses of supplementary aids and services cannot be achieved satisfactorily.”
- G. **Free and Appropriate Public Education (FAPE):** 34 C.F.R. Part 300 states: “A free and appropriate public education must be available to all children residing in the state between the ages of 3 and 21, inclusive, including children with disabilities who have been suspended or expelled from school, as provided for in §300.530 (d).”
- H. **Annual Performance Report (APR):** IDEA requires each state to develop a State Performance Plan/Annual Performance Report (SPP/APR) that evaluates the state’s efforts to implement the requirements and purposes of the IDEA and describes how the state will improve its implementation. The SPP/APRs include indicators that measure child and family outcomes and other indicators that measures compliance with the requirements of the IDEA.

IV. **Deliverables**

TOTAL PAYMENT UNDER THE CONTRACT NOT TO EXCEED ONE MILLION, NINE HUNDRED NINETY-ONE THOUSAND, FOUR HUNDRED EIGHT DOLLARS AND FORTY CENTS (\$1,991,408.40).

DELIVERABLE	TIMELINE	DOCUMENTATION
A. Preschool, Special Education, and Related Services shall be provided. Subrecipient shall:		
1. Conduct a comprehensive evaluation to determine IDEA eligibility according to Wyoming Department of Education Chapter 7 Rules and determine all areas of suspected need.	Ongoing throughout Contract term	
2. Provide services for eligible children ages three (3) through five (5) years in accordance with all applicable federal and state statutes, rules and regulations, and all subsequent revisions. Ensure services for all students are individualized in accordance with IDEA and address all areas of educational need.		
a. Ensure that goals are Specific, Measurable Attainable, Relevant, and Time-bound (SMART).		

Goals shall be added to Agency prescribed data system. Monitor student progress toward IEP goals and report the progress to parents quarterly. b. Provide Summary Reports which shall include social/emotional provider agreements or contracts, and documentation of how the requirements to provide preschool and special education services to the child through IEP goals are met. Include information on how social/emotional training is provided to community providers in accordance with Wyo. Stat. § 21-2-706(d)(ii). c. Follow requirements of the Child Outcomes Process as prescribed by Agency including the timely submission of outcome data. Ensure staff administering the Battelle Developmental Inventory, Second Edition/Third Edition (BDI-II/III) have had the appropriate training, that administration of the BDI-II/III is according to publisher's specifications, and that all applicable Child Outcomes information is completed within the Agency prescribed software system and the electronic scoring platform. This includes children transitioning to kindergarten. d. Utilize a nationally recognized curriculum within each preschool classroom that aligns with the Division of Early Childhood (DEC) recommended practices. e. Preschool hours offered must be sufficient to ensure the full continuum of environments in the consideration of LRE in order to provide FAPE. This includes being educated with non-disabled peers and accessing the general education curriculum to the greatest extent appropriate. f. Subrecipient shall send a list of children receiving Part B/619 services who will be eligible for kindergarten enrollment in accordance with W.S. § 21-4-302(b) to the appropriate school district and the Agency with appropriate parental consent and in accordance with the Family Educational Rights and Privacy Act. g. Upon receipt of list and upon request of the school district, Subrecipient shall work with the school district to the extent possible to collectively develop an appropriate, individualized kindergarten transition plan. Subrecipient shall implement the formalized transition plan to minimize disruption in Part B/619	Ongoing throughout Contract term Summary Report shall be submitted by October 31, 2021	All IEP documents and data present in Agency prescribed data system Summary Report as prescribed by the Agency submitted via email to: wdheiep.contractors-deliverables@wyo.gov Curriculum used documented in Summary Report template Documentation of team decision contained within IEP documents
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services before, during, and after transition. At the discretion of the current IEP team, representatives from the school district may attend IEP meetings for the time period the child receiving Part B/619 services becomes kindergarten eligible. Subrecipient shall encourage family participation and engagement throughout the transition process. Subrecipient shall work with school district staff to ensure that the student has an appropriate and well-developed IEP to be implemented on the first day of kindergarten. h. Ensure continuous IEP services are provided up to the first day of Kindergarten if required by the IEP. Extended School Year (ESY) services may be included when determined necessary for educational benefit by the IEP team.		
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DELIVERABLE	TIMELINE	DOCUMENTATION
B. Timely Data Submission. Subrecipient shall:		
1. Ensure all data and documents are updated accordingly.	Within three (3) business days of any completed activity related to child's file	Data and IEP documents updated in the Agency prescribed software system
2. Subrecipient shall be available to review specific APR data at Agency's request.	Review of data shall occur annually	Data reports provided by Agency

DELIVERABLE	TIMELINE	DOCUMENTATION
C. Professional Development and Staff Credential Requirements. Subrecipient shall:		
1. Ensure all staff have current licensure and certification. Licensure and certification expiration dates must be kept current on all staff within the Agency prescribed software system.	Ongoing throughout Contract term and provided within ten (10) business days as requested by Agency	Certification and licensure documents uploaded in the Agency prescribed software system
2. Report on personnel (in full-time equivalency of assignment) employed to provide special education and related services for children with disabilities.	Within ten (10) business days of request from Agency	WDE 455 (Full Time Equivalent Personnel Report) submitted to Agency
3. Demonstrate ongoing professional development opportunities are provided to preschool providers.		Sign in sheets indicating attendance for Subrecipient sponsored trainings maintained onsite

		Summary of activities included in Summary Report
4. Ensure Designated Data Security Officer has completed training on the Family Educational Rights and Privacy Act (FERPA) of 1974.	Training shall be completed by June 30, 2022	Training certificate or documentation of training submitted to Agency

DELIVERABLE	TIMELINE	DOCUMENTATION
D. Child Find Activities. Subrecipient shall:		
1. Implement an ongoing system to locate, identify, and evaluate all children ages three (3) through five (5) years of age residing within the Subrecipient's regional service area who are in need of special education and related services in accordance with 34 C.F.R. Part 300. Ensure documentation of Child Find agreements with local school districts are maintained on site and available for review by Agency.	Ongoing throughout Contract term	Summary Report template provided by Agency
2. Submit completed vision and hearing screening results for all children screened as part of Child Find and IDEA services. Ensure hearing and vision screening results are part of the Part B/619 evaluation process.	Results documented in the Early Hearing Detection and Intervention data system within ten (10) business days of screening and in initial or annual IEP, as applicable	Results of screening or medical documentation recorded in Early Hearing Detection and Intervention data system and in IEP

DELIVERABLE	TIMELINE	DOCUMENTATION
E. Reports and Verifications. Subrecipient shall:		
1. Submit Name of Designated Data Security Officer.	Ongoing throughout Contract term	Included in Summary Report as prescribed by Agency
2. Submit a Personnel Vacancy Report to the Agency.		Template provided by Agency

DELIVERABLE	TIMELINE	DOCUMENTATION
F. Financial Reports and Records Maintenance. Subrecipient shall:		
1. Maintain financial accounting records and documents for seven (7) years in accordance with GAAP and provide financial reports as requested by Agency.	Ongoing throughout Contract term	

2. Maintain detailed monthly accounting with supporting documentation for all Federal Part B/619 and 611 expenditures. a. If expenditures are for staff salaries, documentation shall include what activities or portion of staff time were dedicated to: i. Part B/619 and ii. Part B/611	Within ten (10) business days of request from Agency	Time and Effort logs or Part B certification form, as applicable
3. Submit to Agency all newly employed Part B/619 staff information so Agency may issue a Wyoming Integrated Statewide Education Record Identifier (WISER ID)	Within ten (10) business days of request from Agency	Include information required by Agency to issue WISER ID number
4. Maintain all educational records for seven (7) years following the child's exit from Part B.		Paper and electronic educational records
DELIVERABLE	TIMELINE	DOCUMENTATION
G. Proof of three percent (3%) match. Subrecipient shall:		
1. Demonstrate three percent (3%) match as required by Wyo. Stat. § 21-2-706	Ongoing throughout Contract term	Included in Summary Report

V. Changes to Statement of Work

The Subrecipient may submit a written request to the Agency if changes to the SOW are desired. The request shall include the changes being requested and the reason for the changes. The Agency shall review the request and any additional information the Agency may request regarding the changes and provide the Subrecipient with written notice of acceptance or denial of the request within thirty (30) days.

In the event it is determined by the Agency that a change to the SOW is required, a contract amendment shall be made to this Contract in accordance with Section 8.A. of this Contract.

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The following page(s) contain the backup material for Agenda Item: [10:00 Early Intervention & Education Program Part C Contract](#)

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed.

**OFFICE**

500 South Gillette Avenue
Suite 1100
Gillette, Wyoming 82716
(307) 682-7283
(307) 687-6325 FAX
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Carol J. Seeger, Commissioners
Administrative Director

BOARD OF COMMISSIONERS

Robert Maul, Chairman
Rusty Bell
Colleen Faber
D.G. Reardon
Del Shelstad

MEMORANDUM

TO: Campbell County Commissioners

FROM: Bethany Raab

RE: Children's Developmental Services Part C Contract

DATE: 06/09/2021

Attached you will find a contract between the Wyoming Department of Health, Behavioral Health Division and the Campbell County Children's Center. The purpose of this contract is to provide early intervention to children ages birth through two (2) years and their families. This contract is for the FY 21/22 fiscal year. Award amount is \$674,493.96. These funds are state (\$580,308.96) and federal funds (\$94,185.00) (CFDA# 84.181). There are no matching funds required for this contract. HR/Risk, County Attorney and Grants reviewed the contract and requested no revisions.

A representative from Children's Developmental Services will be presenting this contract.

Thank you!

**CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION
AND
CAMPBELL COUNTY CHILDREN'S DEVELOPMENTAL SERVICES**

1. **Parties.** The parties to this Contract are Wyoming Department of Health, Behavioral Health Division (Agency), whose address is: 122 West 25th Street, Herschler Building 2 West, Suite B, Cheyenne, Wyoming 82002, and Campbell County Children's Developmental Services (Subrecipient), whose address is: 1801 South 4-J Road, Gillette, Wyoming 82718. This Contract pertains to the Part C, Early Intervention and Education Program, Operations Administration section of the Agency.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Subrecipient shall provide early intervention to children ages birth through two (2) years and their families, including a comprehensive system of personnel development activities to ensure the services are in conformity with 34 CFR Part 303, Early Intervention Program for Infants and Toddlers with Disabilities Part C of Individuals with Disabilities Education Improvement Act of 2004 (IDEA) and subsequent revisions.
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, 2021, or Effective Date, whichever is later, through June 30, 2022. All services shall be completed during this term.
4. **Payment.**
 - A. The Agency agrees to pay the Subrecipient for the services described in Section 5 below and in Attachment A, Statement of Work, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed six hundred seventy-four thousand, four hundred ninety-three dollars and ninety-six cents (\$674,493.96). Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.
 - B. No payment shall be made for work performed before the Effective Date of this Contract. Should the Subrecipient 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 Subrecipient performs its duties and responsibilities to the satisfaction of Agency.
 - C. Except as otherwise provided in this Contract, the Subrecipient shall pay all costs and expenses, including travel, incurred by Subrecipient or on its behalf in connection with Subrecipient's performance and compliance with all of Subrecipient's obligations under this Contract.

- D. Pursuant to Wyo. Stat. § 21-2-706, state funding is based upon the December 1 child count. The state per-child rate for Fiscal Year 2022 is six thousand, five hundred forty-five dollars and forty-four cents (\$6,545.44) plus three hundred sixty-three dollars (\$363.00) per child to provide social-emotional development services for a total per child amount of six thousand, nine hundred eight dollars and forty-four cents (\$6,908.44).
- (i) Total state funding for eligible children ages birth through two (2) including social-emotional development services is five hundred eighty thousand, three hundred eight dollars and ninety-six cents (\$580,308.96).
- E. Pursuant to the Catalog of Federal Domestic Assistance (CFDA) No. 84.181, the source of federal funds for Part C is based upon the December 1 child count. The total amount of federal funds for eligible children ages birth through two (2), including implementing a comprehensive system of personnel development is ninety-four thousand, one hundred eighty-five dollars (\$94,185.00).

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

- A. Abide by the IDEA, 20 U.S.C § 1400, *et seq.*, regulations 34 CFR Part 303, Wyo. Stats. §§ 21-2-701 through 706, Wyoming Department of Health Administrative Rules, Chapter 8: Services for Infants and Toddlers with Developmental Delays, and any subsequent revisions to these federal and state rules, which are incorporated into this Contract by this reference.
- B. Provide the services described in Attachment A.
- C. Be accessible throughout the entire Contract term, twelve (12) months, for Part C eligible children and their families.
- D. Utilize age appropriate assessment instruments for evaluating children ages birth through two (2) years to determine the need for early intervention services.
- E. Complete timely submission of hearing and vision results submitted to the Wyoming Early Hearing Detection and Intervention tracking system.
- F. Ensure all services are provided by qualified personnel.
- G. Be responsible for all monetary remediation regarding individual grievances in which, after investigation by the Agency, appropriate services were found to be denied.
- H. Keep all computer software and applications up-to-date.

- I.** Not create, receive, maintain, or transmit individually identifiable education records in a manner that would violate any provision of the Family Educational Rights and Privacy Act (FERPA), IDEA, or other applicable federal, state, or local law.
- J.** Establish, use, and maintain administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of all individually identifiable education records that the Subrecipient creates, receives, maintains, or transmits and to prevent any use or disclosure of individually identifiable education records as provided by this Contract.
- K.** Secure all personally identifiable information in its possession in accordance with the most current standards established by the National Institute of Standards and Technology, which are incorporated into the Contract by this reference.

6. Responsibilities of Agency. The Agency agrees to:

- A.** Pay Subrecipient in accordance with Section 4 above.
- B.** Consult with and advise the Subrecipient as necessary, about the requirements of this Contract.
- C.** Monitor and evaluate the Subrecipient's compliance with the conditions set forth in this Contract.
- D.** Ensure all computer and software applications are up to date.
- E.** Create, receive, maintain, or transmit individually identifiable education records in a manner that would not violate any provision of FERPA, IDEA, or other applicable federal, state, or local law.
- F.** Establish, use, and maintain administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of all individually identifiable education records that the Subrecipient creates, receives, maintains, or transmits and to prevent any use or disclosure of individually identifiable education records as provided by this Contract.
- G.** Limit its use, disclosure, or requests for individually identifiable education records to the extent necessary to accomplish the intended purposes of such use, disclosure, or request.
- H.** Secure all personally identifiable information in its possession in accordance with the most current standards established by the National Institute of Standards and Technology.

- I.** Notify the Subrecipient within five (5) business days of any use or disclosure of individually identifiable education records not provided for by this Contract, any security incident, or any breach of unsecured individually identifiable education records of which the Agency becomes aware.
- (i) Such notice shall include the identification of each individual whose individually identifiable education record has been, or is reasonably believed to have been subject to such use, disclosure, incident, or breach, a statement indicating whether the individually identifiable education record was secured or unsecured, and a description of any security measures used.
 - (ii) A disclosure, incident, or breach shall be treated as discovered by the Agency as of the first day on which such breach is known to the Agency, or, by exercising reasonable diligence, would have been known to the Agency. The Agency shall be deemed to have knowledge of a disclosure, incident, or breach if the same is known, or, by exercising reasonable diligence, would have been known to any person (other than the person committing the disclosure, incident, or breach) who is an employee, officer, or other agent of the Agency.
 - (iii) All reports of breach involving unsecured individually identifiable education records by the Agency shall also include the most current contact information available for each individual whose individually identifiable education record has been, or is reasonably believed to have been accessed, acquired, or disclosed, and any other information required by the Subrecipient for the notification of individuals.
- J.** Ensure that any subrecipient the Agency uses to create, receive, maintain, or transmit individually identifiable education records on its behalf agrees to the same restrictions, conditions, and requirements that apply to the Agency under the terms of this Contract.
- K.** Ensure that all individually identifiable education records received from the Subrecipient or otherwise created, maintained, or transmitted on behalf of the Subrecipient are made available to the Subrecipient as necessary for the Subrecipient to comply with an individual's request for access to individually identifiable education records, or any other request that may be required by law. If the Agency receives such request for individually identifiable education records directly, it shall notify the Subrecipient within three (3) business days following its receipt of such request. Thereafter, the parties agree to meet to promptly discuss and jointly resolve the request for individually identifiable education records.

7. Special Provisions.

- A. Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the

Subrecipient's failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance.

- B. Environmental Policy Acts.** Subrecipient 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.** Subrecipient 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 Subrecipient 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, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its sub-subrecipients 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 Subrecipient or its sub-subrecipients. 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 Subrecipient 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 Subrecipient 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 sub-subrecipient.
- 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 Subrecipient 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, Subrecipient 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, Subrecipient 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.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- L. Copyright License and Patent Rights.** Subrecipient 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 Subrecipient purchases ownership using funds awarded under this Contract.

Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.

- M. Federal Audit Requirements.** Subrecipient 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. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Contract, Subrecipient 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.** Subrecipient 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. Subrecipient 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.** Subrecipient 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 Subrecipient 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

Subrecipient which are pertinent to this Contract. The Subrecipient 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 Subrecipient which are pertinent to this Contract. The Subrecipient 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 Subrecipient 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 subrecipients for work related to this Contract. The Subrecipient shall cooperate fully with other subrecipients and the Agency in all such cases.
- G. Compliance with Laws.** The Subrecipient 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 Subrecipient in the performance of this Contract shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Contract, Subrecipient 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 fourteen (14) pages; and Attachment A, Statement of Work, consisting of four (4) 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.** Subrecipient 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 Subrecipient'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 Subrecipient 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 Subrecipient shall be free from control or direction over the details of the performance of services under this Contract. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient or the Subrecipient'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 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 Subrecipient in

the performance of this Contract. Upon termination of services, for any reason, Subrecipient 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 Subrecipient 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 Subrecipient or its sub-subrecipients will violate any such restriction. The Subrecipient 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 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).

S. Insurance Requirements.

- (i) During the term of this Contract, the Subrecipient shall obtain and maintain, and ensure that each sub-subrecipient obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.
- (ii) All policies shall be primary over any insurance or self-insurance program carried by the Subrecipient or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Subrecipient or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- (iii) The Subrecipient shall provide Certificates of Insurance to the Agency verifying each type of coverage required herein. If the policy is a “claims made” policy instead of an “occurrence” policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.
- (iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Agency. A copy of the policy endorsement shall be provided with the Certificate of Insurance.
- (v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Agency may, at the Agency’s option, obtain and

maintain, at the expense of the Subrecipient, such insurance in the name of the Subrecipient, or sub-subrecipient, as the Agency may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Subrecipient under this Contract.

- (vi) All policies required by this Contract shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.
- (vii) The Agency reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

T. Insurance Coverage. The Subrecipient shall obtain and maintain the following insurance in accordance with the Insurance Requirements set forth above:

- (i) Commercial General Liability Insurance. Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:

- (a) \$250,000.00 each person;
- (b) \$500,000.00 each occurrence;

The CGL policy shall include coverage for Explosion, Collapse and Underground property damage. This coverage may not be excluded by endorsement.

- (ii) Workers' Compensation and Employer's Liability Insurance. Employees hired in Wyoming to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program, if statutorily required. Employees brought into Wyoming from Subrecipient's home state to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program or other state or private workers' compensation insurance approved by the Wyoming Department of Workforce Services, if statutorily required.

The Subrecipient shall provide the Agency with a Certificate of Good Standing or other proof of workers' compensation coverage for all of its employees who are to perform work under this Contract, if such coverage is required by law. If workers' compensation coverage is obtained by Subrecipient through the Wyoming Department of Workforce Services' workers' compensation program, Subrecipient shall also obtain Employer's

Liability "Stop Gap" coverage through an endorsement to the CGL policy required by this Contract, with minimum limits as follows:

- (a) Bodily Injury by Accident: \$250,000.00 each accident;
 - (b) Bodily Injury by Disease: \$250,000.00 each employee; and
 - (c) Bodily Injury by Disease: \$500,000.00 policy limit.
- (iii) Unemployment Insurance. The Subrecipient shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. The Subrecipient shall supply Agency with a Certificate of Good Standing or other proof of unemployment insurance coverage.
- (iv) Automobile Liability Insurance. Automobile liability insurance covering any auto (including owned, hired, and non-owned) with minimum limits of \$1,000,000.00 each accident combined single limit.
- (v) Professional Liability or Errors and Omissions Liability Insurance. Professional liability insurance or errors and omissions liability insurance protecting against any and all claims arising from the Subrecipient's alleged or real professional errors, omissions, or mistakes in the performance of professional duties under this Contract, with minimum limits as follows:
 - (a) \$250,000.00 each person; and
 - (b) \$500,000.00 each occurrence.

The policy shall have an extended reporting period of two (2) years.

- U. **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.
- V. **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 Subrecipient 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. § 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. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to agree to certain terms and conditions supplied by the Subrecipient, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties;

payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Contract or any attachments or documents incorporated by reference will not be binding on the State of Wyoming. 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.

- W. Taxes.** The Subrecipient 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.
- X. Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Contract.
- Y. 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.
- Z. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- AA. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- BB. 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.
- CC. 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 Subrecipient 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.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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, Behavioral Health Division

Stefan Johansson, Interim Director

Date

Matthew Petry, MPA, Senior Administrator

Date

SUBRECIPIENT:

Campbell County Children's Developmental Services

Bob Maul, Chairman of the Board of Commissioners

Date

Susan Saunders, County Clerk

Date

Bertine Bahige, Board of Directors Chair

Date

Robert Tranas, Executive Director

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Tyler M. Renner, Senior Assistant Attorney General

Date

Statement of Work (SOW)
Wyoming Department of Health, Behavioral Health Division (Agency)
Services to be provided by Campbell County Children's Developmental Services
Region 13 (Subrecipient)
For services to be provided from July 1, 2021, or Effective Date, whichever is later, through
June 30, 2022

I. Background/Introduction

Wyo. Stats §§ 21-2-701 through 706 authorize the Agency to provide eligible children ages birth through two (2) with early intervention. The Agency upholds these statutes by contracting with regional Child Development Centers (CDCs) to provide early intervention services. Funds are used for compensation of Early Intervention Service (EIS) Providers, Family Service Coordinators, Speech-language Pathologists, Occupational Therapists, and Physical Therapists. This also includes early intervention service provision of social/emotional development activities, implementation of evidence-based best practices, screening and evaluation of children ages birth through two (2) years, and other required activities to ensure each child is provided early intervention services as required by the Individuals with Disabilities Education Improvement Act of 2004 (IDEA).

II. Purpose

The purpose of this Contract is to set forth the terms and conditions by which the Subrecipient shall provide early intervention to children ages birth through two (2) years and their families including a comprehensive system of personnel development activities to ensure the services are in conformity with 34 CFR Part 303, Early Intervention Program for Infants and Toddlers with Disabilities Part C of Individuals with Disabilities Education Improvement Act of 2004 (IDEA) and subsequent revisions.

III. Definitions

- A. **Timely Data Submission**: As defined by the Agency, a complete electronic submission of any and all documents required that demonstrates a child is placed on an Individualized Family Service Plan (IFSP) to receive services under Part C of the IDEA on or before December 1.
- B. **Designated Security Officer**: The person responsible for ensuring privacy and security of protected information.
- C. **Individualized Family Service Plan (IFSP)**: A written plan for special services for young children with developmental delays.

IV. Deliverables

TOTAL PAYMENT UNDER THE CONTRACT NOT TO EXCEED SIX HUNDRED SEVENTY-FOUR THOUSAND, FOUR HUNDRED NINETY-THREE DOLLARS AND NINETY-SIX CENTS (\$674,493.96).

DELIVERABLE	TIMELINE	DOCUMENTATION
A. Early Childhood Intervention Services. Subrecipient shall:		
1. Provide early childhood intervention services to eligible children ages birth through two (2) years in accordance with all applicable federal and state statutes, rules and regulations, and all subsequent revisions. a. Provide Agency with Summary Report submitted via email on template provided by the Agency; Includes social/emotional provider agreements or contracts, and the requirements to provide early intervention services to the child through IFSP outcomes. Include information on how social/emotional training is provided to community providers in accordance with W.S. 21-2-706(d)(ii). b. Follow requirements of the Child Outcomes Process as prescribed by Agency including the timely submission of outcomes data. Ensure staff administering the Battelle Developmental Inventory, Second Edition/Third Edition (BDI-II/III) have had the appropriate training, that administration of the BDI-II/III is according to publisher's specifications, and that all applicable Child Outcomes information is completed within the Agency prescribed software system and the electronic scoring platform. c. For children receiving Part C services who may be eligible for transition to the Part B/619 Program for children with disabilities ages three (3) through five (5), Subrecipient shall coordinate transition as applicable between Programs, ensure services are not interrupted to the extent possible, and encourage family participation and engagement throughout the transition process.	Ongoing throughout Contract term	Summary Report as prescribed by the Agency submitted via email to: wdheiep.contractors-deliverables@wyo.gov Summary Report shall be submitted to Agency by October 31, 2021 Child Outcomes data shall be submitted as directed by Agency
DELIVERABLE	TIMELINE	DOCUMENTATION
B. Timely Data Submission. Subrecipient shall:		
1. Ensure all data and documents are updated accordingly.	Within three (3) business days of any updates to child information	Data and IFSP documents updated in Agency prescribed software system
DELIVERABLE	TIMELINE	DOCUMENTATION
C. Professional Development and Licensure Requirements. Subrecipient shall:		

1. Ensure all licensure documentation for EIS providers are current. Licensure and certification expiration dates must be kept current on all staff within the Agency prescribed software system.	Ongoing throughout Contract term	Certification and licensure documents updated in the Agency prescribed software system
2. Ensure all EIS providers are appropriately trained and provided availability of educational supports and professional development opportunities. a. New EIS providers shall complete online modules within six (6) months of hire. All other EIS providers shall retake the online modules at least every three (3) years.	Ongoing throughout Contract term	Summary of activities included in Summary Report Certificates of Completion maintained onsite Attendance lists for training activities maintained onsite

DELIVERABLE	TIMELINE	DOCUMENTATION
D. Child Find Activities. Subrecipient shall:		
1. Implement an ongoing system to locate, identify, and evaluate all children ages birth through two (2) years residing within the Subrecipient's regional service area who are in need of early intervention services in accordance with 34 CFR Part 303	Ongoing throughout Contract term	Summary of Child Find activities included in Summary Report

DELIVERABLE	TIMELINE	DOCUMENTATION
E. Reports provided to Agency. Subrecipient shall:		
1. Submit name of Designated Security Officer	Ongoing throughout Contract term	Included in Summary Report

DELIVERABLE	TIMELINE	DOCUMENTATION
F. Grievances. Subrecipient shall:		
1. Adhere to all complaint procedures as required in 34 CFR Part 303 Early Intervention Program for Infants and Toddlers with Disabilities and Wyoming Department of Health Administrative Rules, Chapter 8 Services for Infants and Toddlers With Developmental Delays.	Ongoing through Contract term	Included in Summary Report

DELIVERABLE	TIMELINE	DOCUMENTATION
G. Financial Reports. Subrecipient shall:		
1. Maintain financial accounting records and documents for seven (7) years in accordance with generally accepted accounting principles (GAAP) and provide financial reports which may be requested by the Agency.	Ongoing throughout Contract term	

2. Submit a financial and compliance audit, if applicable, for the previous fiscal year. If any areas of deficiency are noted, explain how the deficiency has been resolved. Audits are to determine whether: a. Financial operations are conducted properly; b. Financial statements are presented fairly; and c. Subrecipient has complied with terms of the Contract	Audit report due upon completion of audit	Financial and Compliance Audit
3. Funds audited shall include but are not limited to: i. State general funds; ii. All federal funds; iii. All funds received from private sources; and iv. All county funds		
4. Submit a completed Consolidated Monthly Cash Reconciliation and Cash Request for state Part C funds form via e-mail to the Agency.	The fifteenth (15 th) day of each month for the previous month's expenditures	Submitted via email to Agency
DELIVERABLE	TIMELINE	DOCUMENTATION
H. Proof of three percent (3%) match. Subrecipient shall:		
1. Demonstrate three percent (3%) match as required by Wyo. Stat. § 21-2-706.	Ongoing throughout Contract term	Included in Summary Report

V. Changes to Statement of Work

The Subrecipient may submit a written request to the Agency if changes to the SOW are desired. The request shall include the changes being requested and the reason for the changes. The Agency shall review the request and any additional information the Agency may request regarding the changes and provide the Subrecipient with written notice of acceptance or denial of the request within thirty (30) days.

In the event it is determined by the Agency that a change to the SOW is required, a Contract amendment shall be made to this Contract in accordance with Section 8.A. of the Contract.

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The following page(s) contain the backup material for Agenda Item: [10:05 Campbell County Hospital District & UC Health Contract](#)

*Individuals wishing to provide public comment are asked to sign in prior to the start of the meeting, provide contact information and the topic(s) to be discussed.

RESOLUTION NO. _____

**CONSENT TO CONTRACT BETWEEN THE CAMPBELL COUNTY HOSPITAL DISTRICT AND
THE UNIVERSITY OF COLORADO HEALTH**

WHEREAS, W.S. §18-8-108 provides that a board of trustees of a special hospital district may enter into a contract for the operation of the hospital with a person, group, association or corporation with the approval and consent of the board of county commissioners; and

WHEREAS, the Campbell County Hospital District is a special district hospital with its boundaries being Campbell County doing business as Campbell County Health and is governed by a duly elected board of trustees; and

WHEREAS, the Board of Trustees for the Campbell County Hospital District has advised the Board of Campbell County Commissioners that it believes it is in the best interests of the district hospital and the citizens of Campbell County to enter into a written agreement with the University of Colorado Health (UC Health) which terms provide for the assistance of UC Health in the operation of Campbell County Health;

NOW THEREFORE, IT IS HEREBY RESOLVED, that pursuant to W.S. §18-8-108, the Board of Campbell County Commissioners hereby gives its consent to the Board of Trustees of the Campbell County Hospital District to enter into a contract with UC Health under the terms of the agreement provided to the Board of County Commissioners, a copy of which is attached hereto.

RESOLVED AND DETERMINED this 15th day of June 2021.

**BOARD OF COUNTY COMMISSIONERS
CAMPBELL COUNTY, WYOMING**

ROBERT MAUL, Chairman

RUSTY BELL

DEL SHELSTAD

COLLEEN FABER

D. G. REARDON

ATTEST:

Susan Saunders, County Clerk

MANAGEMENT SERVICES AGREEMENT

This Management Services Agreement is entered into with an effective date of _____ by and between University of Colorado Health, a Colorado non-profit corporation (“UCHealth”), and Campbell County Hospital District d/b/a Campbell County Health, a Wyoming hospital district (the “Hospital”), individually referred to as a “Party” and collectively as “Parties.”

RECITALS

- A. Hospital is engaged in the business of operating a Wyoming hospital district known as Campbell County Hospital District, doing business as Campbell County Health with its principal place of business at 501 S. South Burma Avenue, Gillette, Wyoming 82716.
- B. Hospital desires UCHealth to provide certain management services which UCHealth is capable of providing, and the Board of Trustees of Campbell County Hospital District (the “Board”) has determined that it would be beneficial for CCH and its community if Hospital could obtain certain management services through UCHealth. The Parties acknowledge and agree that, while the Board is the governing board of CCH, neither the Board nor the governing board of UCHealth have rights or obligations under this Agreement independent from CCH and UCHealth
- C. UCHealth is a healthcare system that operates hospitals and related facilities providing services in Colorado, Nebraska and Wyoming. UCHealth has the resources available to provide CCH with management services and wishes to support the goal of maintaining CCH as a quality community health facility.
- D. The Board has authorized Hospital to engage UCHealth to provide certain management services as set forth in this Agreement.

OPERATIVE PROVISIONS

The parties hereby agree as follows:

1. SERVICES TO BE PROVIDED BY UCHEALTH

1.1 Purposes. The purpose of this Agreement is to provide the terms upon which UCHealth will have the authority and responsibility to provide certain management services to CCH. The Board shall continue to hold and exercise the ultimate authority and responsibility for CCH, including the exercise of all powers, rights and responsibilities required: (a) by applicable statute or regulation to be exercised by the governing board of CCH as a licensed entity in the State of Wyoming; (b) to be exercised by the governing board of a hospital participating under the terms and conditions of CCH’s Medicare Participation Agreement, and; (c) for accreditation of CCH by CMS as an acute care hospital and for other service lines. In particular, the Board shall establish the charges to be made for CCH’s services and facilities. UCHealth, in performing its services

hereunder, at all times shall be subject to the direction of the Board and shall carry out the policies and protocols adopted by the Board, including any quality initiatives or planning. Neither UCHealth nor the CEO (as hereinafter defined) shall have the responsibility to supervise any physician-provided or directed medical care provided in CCH facilities. In addition, neither UCHealth nor the CEO shall infringe on any physician's independent medical judgment in his/her rendering of patient care.

1.2 Appointment of UCHealth. The Board, on behalf of CCH, hereby appoints UCHealth to provide certain management services to CCH, and UCHealth accepts such appointment. UCHealth agrees to provide management services in accordance with accepted management standards for hospitals and health care facilities of the size and type of facility as CCH. These management services shall be provided as follows and as set forth more fully in this Agreement:

(a) Through UCHealth's employment of the chief executive officer of CCH (the "CEO"), who shall be a full-time employee of University of Colorado Hospital Authority, a body corporate and political subdivision of the State of Colorado ("UCHA," references to UCHealth herein shall include UCHA as applicable);

(b) Through recommendations of efficiencies and improvements, including recommendations related to service line enhancements and process improvement;

(c) Through recommendations of strategic growth opportunities that could be pursued by CCH;

(d) Through other goals and actions mutually agreed upon by CCH and UCHealth.

1.3 Appointment of CEO. Hospital's incumbent CEO shall become a full-time employee of UCHA upon the Effective Date of this Agreement, pursuant to an employment agreement agreed to by the incumbent CEO and UCHA, as approved by the Board. The Board, in consultation with UCHealth will establish the compensation of the CEO commensurate with similar positions in Wyoming and other acute care Hospitals in the region. The CEO will comply with an annual evaluation conducted by UCHealth and the Board and may be eligible to participate in bonus plans as established by the Board. The Board shall have the right at any time and from time to time, without cause, to require UCHealth to replace the person then serving as the CEO, provided the Board shall not have the right to require UCHealth to replace the CEO in violation of any federal, state or local laws, rules and regulations including, without limitation, the Older Workers Benefit Protection Act, the Family and Medical Leave Act of 1993, the Age Discrimination in Employment Act of 1967, Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 and the Rehabilitation Act of 1973, as currently in effect or subsequently modified. UCHealth may not replace the CEO or install an interim CEO without the prior written consent of the Board. The Board agrees to reimburse UCHealth for all reasonable expenses in the recruiting process for a CEO for CCH. UCHealth shall propose to the Board for its approval, persons UCHealth deems to be appropriate to serve as the CEO. The persons proposed by UCHealth to fill the position shall have the skills and qualifications as established by the Board and will meet the qualifications of the UCHealth job description for a chief executive officer of a

hospital. At any time during which a CEO appointment is required, UCHealth shall present a minimum of two and a maximum of six bona fide candidates for the Board's consideration. UCHealth will not place a new CEO at CCH until it receives approval of that candidate by the Board. Should the Board reject all six bona fide candidates presented, UCHealth may terminate this Agreement.

1.4 Time Commitment of CEO. CCH will require the full-time services of the CEO. The CEO shall accumulate paid time off according to the employment agreement between UCHA and the CEO. Use of such paid time off shall be subject to the employment agreement between UCHA and the CEO and used in coordination with the Board as to timing of use.

1.5 Staffing and Employees. The CEO shall be responsible to the Board for recruiting, selecting, supervising and, as necessary, terminating Hospital employees under the direction of the Board and in accordance with the personnel policies and procedures of CCH. However, the CEO shall not have the authority to hire or terminate any CCH Executive or Vice President level employee without prior authorization of the Board. UCHealth shall not be responsible for any hiring or employment of any staff for Hospital other than the CEO.

1.6 Financial and Planning Services.

(a) The CEO, in conjunction with CCH executive staff, shall prepare a proposed budget for CCH each fiscal year setting forth operating objectives and anticipated revenues and expenses. Proposed budgets shall be provided to the Board for its approval.

(b) The CEO, in conjunction with CCH executive staff, shall develop a multi-year strategic plan and an annual operating plan with the objective of maintaining CCH as a viable community health facility for consideration and approval by the Board.

(c) The CEO, in conjunction with CCH executive staff, shall establish goals and objectives in connection with the continued operation of the facility, including, without limitation, ensuring continuing access to the facility, physicians and other health care services for local residents in or near the communities where they live for consideration and approval by the Board.

1.7 General Operations. The CEO shall be responsible for operations of CCH. The CEO shall be responsible to the Board for supervising CCH clinical, financial, regulatory, quality and administrative functions, as more fully set out in the CEO's job description and employment agreement. All costs of operation of CCH and other related costs shall be borne by CCH.

1.8 Limitation of Liability. It is understood and agreed to by CCH and UCHealth that, except as expressly provided in Section 6.2 hereof, UCHealth shall not be liable for any of the obligations or liabilities of the Board or CCH, of any kind or nature whatsoever, whether existing now or hereafter, except as are incurred by any willful act or omission on the part of UCHealth in connection with the services provided under this Agreement.

2. SUPPORT SERVICES TO BE PROVIDED BY CCH. CCH agrees to make all reasonable efforts to provide, at its sole expense, all facilities, supplies, CCH staff, employees and support services required to enable UCHealth and the CEO to carry out their duties under this

Agreement. CCH shall be the employer of all employees selected by CEO to staff CCH and shall be responsible for payment of all compensation and benefits to such employees, subject to CCH policies and approval by the Board in the Board's discretion.

3. SERVICES TO BE PROVIDED BY UCHEALTH

3.1 Support Services. UCHealth, by virtue of its size and complexity as an integrated health system, has management support services as described in Exhibit B attached hereto and incorporated herein by reference. UCHealth will, where practical and allowable by law, make these management services available to CCH at no charge, except as approved by CEO or Board in an advance writing.

3.2 Consultative Services. At the request of CCH and to the extent practical and allowable by law, UCHealth may provide consultative services in the following categories: finance, compliance, quality assurance, information systems, purchasing, emergency medical services, supply chain, outreach physician services, strategic planning, pharmacy support services, educational programs and other general hospital departmental services as mutually agreed upon by both parties ("Consultative Services"). CCH shall compensate UCHealth for any Consultative Services, which compensation will be agreed upon by the Parties in writing prior to the provision of said Consultative Services and shall be set forth in either a separate agreement or a written Consultative Services amendment to be incorporated into this Agreement after the terms of such Consultative Services are agreed upon by the Parties and prior to engagement of said Consultative Services. A sample form of a Consultative Services amendment is attached and incorporated herein as Exhibit A, and a description of Consultative Services that may be provided is attached as Exhibit C. Agreed upon expenses and charges for Consultative Services due to UCHealth will be invoiced and reimbursed to UCHealth as described in the Consultative Services Amendment, as described in Section 4. Brief phone calls, brief meetings, or email inquiries will not be charged, but may lead into Consultative Services, at the reasonable discretion of UCHealth, if additional investment of time and resources is required to support CCH's requests.

3.3 Programmatic Services. At the request of CCH and to the extent allowable by law, UCHealth may provide certain Programmatic Services during the term of this Agreement (i.e. telemedicine, telestroke, e-ICU). CCH shall compensate UCHealth for any Programmatic Services, which compensation will be agreed upon by the Parties in writing prior to the provision of said Programmatic Services and shall be set forth in either a separate agreement or a written Programmatic Services amendment to be incorporated into this Agreement after the terms of such Programmatic Services are agreed upon by the Parties and prior to engagement of said Programmatic Services.

3.4 Management Services. It is understood by both UCHealth and CCH that the intent of this Agreement is to allow CCH access to UCHealth's expertise in order to assist CCH in maintaining its quality and services. UCHealth shall provide at a minimum, the Management Services described in Exhibit B, the Schedule of Management Services, attached hereto and incorporated herein by reference.

3.5 Marketing/Branding. UCHealth agrees to permit CCH to use, for marketing purposes only, “an affiliate of UCHealth” in CCH’s signage, websites, advertising and marketing campaigns. UCHealth and CCH agree to engage in co-naming activities, where mutually agreed to in advance. CCH shall not be considered an “affiliate” in any legal sense and shall not be subject to any rights or obligations of any legal affiliate of UCHealth contained in any agreement between UCHealth and a third-party now existing or executed in the future.

Medical Staff: Medical and Professional Matters. Except for those specific responsibilities assigned to the CEO in CCH’s Medical Staff Bylaws, Medical professional matters shall be the responsibility of CCH’s duly appointed Medical Staff (the “Medical Staff”) and CCH, all as provided under applicable state law and CCH’s Medical Staff Bylaws, Rules and Regulations (“Medical Staff Bylaws”). CCH’s Medical Staff shall be organized and function according to its Medical Staff Bylaws, as amended from time to time, subject to review and approval of CCH. If requested by CCH, UCHealth, through its choice of designee, may advise CCH on the development and maintenance of Medical Staff relations and recommended best practices for credentialing processes.

4. COMPENSATION

4.1 Reimbursement for CEO. CCH, in consultation with UCHealth, shall determine and fully reimburse UCHealth for all CEO compensation, to include base salary as well as any annual increases, incentive bonuses, and potential severance compensation, provided that CCH’s determinations shall not violate or cause UCHA to violate any federal, state or local laws, rules and regulations regarding employment including, without limitation, the Older Workers Benefit Protection Act, the Family and Medical Leave Act of 1993, the Age Discrimination in Employment Act of 1967, Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 and the Rehabilitation Act of 1973, as currently in effect or subsequently modified. CEO’s salary shall not be automatically subject to the 30% increase for benefits described in Exhibit A but shall be agreed to among the Parties to more closely reflect the actual cost of such benefits, nor shall an administrative fee be charged. Any other direct business expenses incurred by CEO in the performance of his/her job (travel, meals, education) will be the responsibility of CCH and subject to CCH’s policies on expense reimbursement and budgetary constraints. The expenditures authorized by the CEO shall not exceed CCH’s budget and amounts in excess of the budget shall be specifically authorized by the Board. If the CEO is removed from the role of CCH CEO but remains an employee of UCHealth, CCH shall not be required to make any severance payment relating to the removal of the CEO.

4.2 Consultative and Programmatic Services. The Parties may enter into one or more Consultative Services Amendments (Exhibit A) or amendments for the provision of Programmatic Services. Each amendment shall set forth the compensation to be paid by CCH for those Consultative or Programmatic Services. Compensation under the Consultative or Programmatic Services Amendments shall be agreed upon by the parties in advance of provision of said services.

4.3 Payment. UCHealth shall invoice CCH on a monthly basis for all compensation owed under this Agreement, including any amendments for Consultative or Programmatic

Services. CCH shall pay any invoices within thirty (30) days of receipt. Except as specifically provided for in this Agreement, there shall be no management fees or other similar fees charged by UCHealth to CCH, unless specifically agreed to in an advance writing signed by the Parties.

5. TERM AND TERMINATION

5.1 Term. The term of this Agreement shall commence effective upon the last to occur of the signature of UCHealth and the Board and upon approval and signature of the Commissioners of Campbell County, Wyoming pursuant to Wyoming Statute § 18-8-108(a) (“Effective Date”). The initial term of this Agreement shall be for three (3) years (the “Initial Term”). Thereafter, this Agreement shall be automatically extended for one successive three (3) year “Renewal Term” unless otherwise terminated as provided in this Agreement. CCH acknowledges that this Agreement is up to a six (6) year commitment and will budget each year for the expenses for the coming year as contemplated in this Agreement accordingly.

5.2 Termination. This Agreement may be terminated (a) by mutual agreement of both Parties, (b) by one Party providing thirty (30) days’ written notice of termination due to a Material Breach (as defined herein) by the other Party, or (c) by one Party providing one hundred eighty (180) days’ notice of termination without cause to the other Party.

5.2.1 A “Material Breach” shall be defined as (a) a Party’s fraud against the other Party, (b) material violations of the terms of this Agreement, (c) appointment of a receiver for a Party’s assets, an assignment by a Party for the benefit of its creditors, or any relief taken or suffered by a Party under any bankruptcy or insolvency act, and (d) decisions, actions or omissions of a Party that the other Party reasonably believes, on the advice of qualified outside counsel, are manifestly likely to cause, or have caused, a violation of an applicable law, regulation, license or other requirement (such as those described in Section 11.8), including but not limited to those requirements contained under Sections 501(c)(3) of the Internal Revenue Code of 1986, as amended, and either Party’s bond documents, or a Party’s actions which cause the other Party to be exposed to tort liability in excess of \$500,000.

5.2.2 Except for actions which jeopardize the health or safety of any person for which termination shall be immediate, if a Party possesses a basis to terminate for Material Breach under this Section 5.2, in order to terminate, such Party (the “Complaining Party”) must promptly serve the other Party with a written notice (a “Material Breach Notice”), including electronic notice by email, identifying the alleged Breaching Party and setting forth in detail (a) the Material Breach(es) of this Agreement for which it claims the right to terminate, (b) an estimate of the damages incurred or likely to be incurred by the Complaining Party, and (c) proposed actions of the other Party that, if taken, would adequately address or eliminate the Material Breach. If the alleged Breaching Party fails to cure the identified Material Breach within thirty (30) days, the Complaining Party may then terminate

this Agreement immediately.

5.3 Cooperation. The parties agree to work together in good faith to resolve any issues that may arise relating to the Agreement and the services to be provided under the Agreement. In the event that a dispute does arise, each party will assign a representative to coordinate discussions and will work with the opposing party in good faith.

5.4 Survival. Termination of this Agreement shall not relieve either Party of its obligations for breaches of this Agreement occurring prior to termination. The obligations of the parties pursuant to Sections 6, 7, and 9 of this Agreement shall survive the term of this Agreement or its earlier termination pursuant to this Section 5.

6. INDEMNIFICATION AND INSURANCE

6.1 Indemnification of UCHealth. Except as provided in Section 1.8 above and except as to any claims brought by CEO for violations of any federal, state or local laws, rules and regulations related to UCHA's employment of CEO, CCH, to the extent permitted under Wyoming law, agrees to indemnify, defend, and hold harmless UCHealth and UCHA and their directors, officers, employees, and agents, from and against any and all claims, causes of action, demands, liabilities, losses, damages, costs and expenses including, but not limited to, interest and attorneys' fees and expenses, which they or any of them may at any time sustain or incur by reason of any claims, demands, or actions against them by any person arising from the health care services or other activities of CCH.

6.2 Indemnification of CCH. UCHealth, to the extent allowed by Colorado law, agrees to indemnify, defend, and hold harmless CCH and its respective directors, officers (excluding the CEO), employees, and agents, from and against any and all claims, causes of action, demands, liabilities, losses, damages, costs and expenses including, but not limited to, interest and attorneys' fees and expenses, which they or any of them may at any time sustain or incur by reason of any claims, demands or actions against them by any person arising from a violation by UCHealth of its obligations under this Agreement resulting from the errors or omissions, gross negligence or willful and wanton misconduct of UCHealth or its employees or agents, including any claims brought by CEO for violations of any federal, state or local laws, rules and regulations related to UCHA's employment of the CEO.

6.3 CCH Insurance. CCH shall obtain and maintain in force at its expense policies of professional liability insurance, commercial general liability insurance, directors and officers insurance, automobile insurance, property and casualty insurance, worker's compensation insurance, and such other insurance with such coverage, in such amounts and with such insurance companies as appropriate for the industry. CCH shall not change the nature or limits of, or the carrier providing the coverage provided by those policies, without obtaining UCHealth's prior written consent, which shall not be unreasonably withheld. The insurance companies supplying such insurance shall be licensed to do business in the State of Wyoming, and such policies shall name UCHealth and UCHA (as the employer of the CEO) as additional insureds. CCH agrees to inform UCHealth sixty (60) days prior to any changes in its insurance policy or as soon as possible.

CCH agrees to purchase, at its cost, appropriate “tails” for any insurance policies which are on a “claims made” basis and which expire or are terminated.

6.4 UCHA Insurance. UCHA shall obtain and maintain in force at its expense policies of professional insurance for the acts and omissions of its CEO employee and such other insurance with such coverage and in such amounts and with such insurance companies as appropriate for the industry. CCH shall be named as an additional named insured under the policies of insurance covering the CEO. UCHA shall not change the nature or limits of, or the carrier providing any applicable coverage provided by those policies, without obtaining CCH’s prior written consent, which shall not be unreasonably withheld. The insurance companies supplying such insurance shall be licensed to do business in the State of Wyoming, and such policies shall name CCH as an additional insured. UCHA agrees to inform CCH sixty (60) days prior to any changes in its applicable insurance policies or as soon as possible. UCHA agrees to purchase, at its cost, appropriate “tails” for any insurance policies which are on a “claims made” basis and which expire or are terminated.

7. RECORDS; CONFIDENTIALITY

7.1 All business, financial, personnel and medical records, data, programs and materials created by the CEO in the performance of his or her duties under this Agreement, other than those relating solely to the internal affairs of UCHealth or related to the CEO’s employment by UCHA, shall be and, upon termination of this agreement, shall remain the property of CCH. The CEO shall transact all CCH business on a CCH platform, including computer and email. Any and all records of the CEO related to CCH business that are in UCHealth’s possession at the termination of this agreement or the CEO’s employment shall be transferred to CCH.

7.2 UCHealth agrees to maintain and preserve the confidentiality of all medical records and business information acquired in performing its obligations under this Agreement except for such disclosure as may be required by law.

7.3 For the purpose of implementing Section 1861 (v)(1)(I) of the Social Security Act, as amended, and any written regulations thereto, UCHealth agrees to comply with statutory requirements governing the maintenance of documents to verify the cost of services rendered under this Agreement as follows:

(a) Until the expiration of six (6) years after the furnishing of such services pursuant to this Agreement, UCHealth shall make available upon written request by the Secretary of the Federal Department of Health and Human Services (the “Secretary”), or upon request of the Comptroller General, or any of their duly authorized representatives, the contracts, books, documents and records of UCHealth that are necessary to certify the nature and extent of such costs; and,

(b) If UCHealth carries out any of the duties of this Agreement through a subcontract, with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, with a related organization (as that term is defined with regard to a provider in Title 42 of the Code of Federal Regulations § 405.427(b) or any successor regulation), such subcontract shall contain a clause to the effect that until the expiration of six (6) years after the furnishing

of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request by the Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs; and,

(c) UCHealth will immediately notify CCH of any request it receives from any of the persons or entities listed in (a) above for access to its records; and,

(d) UCHealth shall cause any subcontract to be entered into by UCHealth to contain provisions of the type described in subparagraph (b) above.

8. REPRESENTATIONS AND WARRANTIES. UCHealth and CCH each represent and warrant to the other as follows:

8.1 Power and Authority. They each have the requisite corporate power and authority to enter into this Agreement and to perform their respective obligations hereunder.

8.2 Authorization. Subject to approval of this Agreement by the Commissioners of Campbell County, Wyoming, their respective execution and delivery of, and performance under this Agreement have received all necessary corporate approvals and authorizations, including, the approval of the Board.

8.3 No Conflicts. Each Party's execution, delivery and performance of this Agreement do not and will not conflict with or violate any provision of the Articles of Incorporation, Bylaws or other chartered documents of such Party; violate any provision of any statute or regulation which is applicable to such Party; conflict with, violate, result in a breach of, constitute a default under (without regard to requirements of notice or lapse of time) accelerate or permit the acceleration of the performance by any contract, agreement or other obligation to which such Party is a party or by which such Party or any properties owned or leased by such Party are bound or affected; or result in the creation or imposition of any security interest against or upon any of the assets or properties owned or leased by such Party.

9. NON-SOLICITATION OF EMPLOYEES. The Parties agree that at no time during the term of this Agreement or for a period of one (1) year immediately following the termination of this Agreement for any reason, will they, or their respective agents or representatives, attempt to recruit, employ or use the services of, directly or indirectly, any salaried (exempt) employee of the other Party. If a Party, its agent or representative should hire a salaried (exempt) employee of the other Party without prior written approval, it agrees to reimburse the other Party an amount equal to one (1) year of such employee's then current salary. The non-solicitation restriction in this paragraph shall not prohibit either party from employing or contracting with any such salaried (exempt) employee who contacts the Party on his/her own initiative or as a result of responding to a job posting, advertisement or similar solicitation which is directed to individuals at large, nor shall it, upon expiration or termination of the Agreement, prohibit CCH from extending an offer of employment to the then current CEO of CCH.

10. ASSIGNMENT. UCHealth may assign this Agreement to an entity controlling the operations of UCHealth, under common control with, or controlled by UCHealth, to a successor to UCHealth, or to any entity that acquires all or substantially all of UCHealth's assets or its business that is the subject hereof or to any such entity, if as a condition of such assignment, UCHealth requires such entity to assume the duties and obligations hereunder, including indemnification and insurance obligations. Under any other circumstances, UCHealth shall not assign this Agreement or any of its rights and duties hereunder, without written consent of CCH. CCH shall not assign this Agreement or any of its rights and duties hereunder without prior written consent of UCHealth.

11. MISCELLANEOUS.

11.1 Notices. All notices, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, with proper address as indicated below, along with a copy sent by email transmission. CCH and UCHealth may, by written notice given by each to the other, designate any address or address to which notices, certificates or other communication to them shall be sent when required as contemplated by this Agreement. Until otherwise provided by the respective individuals, all notices, certificates and communication to each of them shall be addressed as follows:

As to CCH:

Campbell County Health
P.O. Box 3011
Gillette, WY 82717
Attention: Chairperson, Board of Directors
Email: Contracts@cchwyo.org

With a copy to:

Lubnau Law Office, PC
P.O. Box 1028
Gillette, WY 82717
Attention: Thomas E. Lubnau, II
Email: Info@lubnaulaw.com

As to UCHealth:

Poudre Valley Health Care, Inc.
2315 E Harmony Road, Suite 200
Fort Collins, CO 80528
Attention: CEO
Email: Kevin.Unger@uchealth.org

With a copy to:
University of Colorado Health

2315 E. Harmony Road, Suite 200
Fort Collins, CO 80528
Attn: Legal Department
Email: _amy.kolczak@uchealth.org

11.2 Independent Contractors. It is the intention of the Parties that UCHealth and CCH shall be independent contractors. The UCHealth personnel who provide services pursuant to this Agreement shall be and remain employees of UCHA and it shall be the responsibility of UCHA to arrange for and pay their compensation, including pension and other fringe benefits, to withhold and to pay (as applicable) all employment related taxes and to arrange and pay workers compensation and unemployment compensation insurance and benefits. All of the personnel who provide services at CCH shall be and remain employees of CCH and it shall be the responsibility of CCH to arrange for and pay their compensation, including pension and other fringe benefits, to withhold and to pay (as applicable) all employment related taxes and to arrange and pay for worker's compensation and unemployment compensation insurance benefits.

11.3 Severability. Subject to the provisions of Section 5, if any one or more of the terms, provisions, promises, covenants or conditions of the Agreement or the application thereof to any person or circumstance shall be adjudged to any extent invalid, unenforceable, void or voidable for any reason whatsoever, by a court of competent jurisdiction, or shall be determined by the ruling or interpretations of a Governmental agency or new legislation, to cause either Party to perform an act which threatens its governmental provider or tax status, then such terms shall be deemed stricken from this agreement, and each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement or their application to other persons or circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. Notwithstanding the aforesaid, should the severance have the effect of materially altering the meaning of this Agreement, this Agreement shall be void.

11.4 Entire Agreement. This Agreement and the Exhibits hereto constitute the entire agreement between the Parties with respect to the subject matter contained herein and supersede all prior and contemporaneous agreements, representations and understandings of the Parties.

11.5 No Third-Party Beneficiaries. This Agreement is intended to be for the benefit of the Parties and their respective successors and assigns only, and it is not intended to create any third-party beneficiaries, implied trusts, or similar implied agreements, nor may the provisions hereof be enforced by any person or entity not a Party hereto; except that UCHA shall be a third-party beneficiary of those provisions of the Agreement in Sections 1.3, 4.1, 7.1 and 7.3 which pertain to it.

11.6 Assignment and Binding Effect. Except as specifically provided for in Section 10, neither party may assign this Agreement or any of its rights and duties hereunder without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns to the extent the Parties have provided written consent of the assignment.

11.7 Amendment and Waiver. This Agreement may only be amended in writing, which amendment shall be signed by both Parties. No provision of this Agreement shall be waived except by an instrument in writing signed by the Party to be charged with such waiver and delivered by such party to the party claiming the benefit of such waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, unless otherwise provided in the written waiver.

11.8 Certification about Status with Government Health Programs. UCHealth certifies that it, and its employees and/or agents providing services under this Agreement ("UCHealth Related Persons") (a) are not now debarred and have never been, excluded or otherwise ineligible for participation in any government health care program(s); (b) have not been convicted of a felony offense in the immediately preceding seven (7) years; and (c) are not now subject to, and have no reason to believe that they are subject to, any specific investigation for violation of federal, state, or local criminal or civil law or regulation. UCHealth shall report in writing to CCH immediately if UCHealth becomes aware of any effort to debar UCHealth, or any UCHealth Related Person, from any government health care program or any imposition of sanctions under 42 U.S.C. §1320a-7a or §1320a-8 or conviction under 42 U.S.C. §1320a-7b. Failure to disclose any relevant information regarding these matters is reason for immediate termination of this Agreement at CCH's sole discretion.

11.9 No Influence on Referrals. It is not the intent of either Party to this Agreement that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based upon the referral or recommended referral by either Party of patients to the other Party or its affiliated entities, if any, or the purchasing, leasing or ordering of any services other than specific services described in this Agreement. Any payments specified in this Agreement are consistent with what the Parties reasonably believe to be a fair market value for the services provided. Without limiting the foregoing, the Parties acknowledge that neither Party has promised or represented that the other will receive any specific business volume or be the exclusive provider of services in the geographic area.

11.10 Change of Law. The terms of the Agreement are intended to be in compliance with all federal, state and local statutes, regulations and ordinances applicable as of the Effective Date. In the event of conflict, the state and/or the federal law will supersede the terms of the Agreement. The Parties agree to execute such amendments as may be necessary for compliance with such laws or regulations as they are promulgated or become final and effective. In the event that any federal or state legislative or regulatory authority adopts any law or regulation which (a) renders the Agreement illegal or prohibited by applicable law or regulation; (b) threatens CCH's tax-exempt status; (c) establishes a material adverse change in the method or amount of reimbursement or payment for services under the Agreement; (d) imposes requirements which require a material adverse change in the manner of either Party's operations under the Agreement or (e) legal counsel for either Party gives a good faith opinion that the application of any law, regardless of when adopted, poses a substantial threat of any of the foregoing, then, upon the request of either Party, the Parties will enter into good faith negotiations for the purpose of

establishing such amendments or modifications as may be appropriate in order to accommodate the change in law or regulations while preserving the original intent of the Agreement to the greatest extent possible. If, after fifteen (15) days of such good faith negotiations, the Parties are unable to reach an agreement as to how the Agreement will continue, then either Party may terminate the Agreement upon one (1) day prior written notice. Notwithstanding the foregoing, if the change in law requires the immediate termination of the Agreement, the Agreement will be deemed to be so terminated.

11.11 Governmental Immunity. The Parties acknowledge that CCH does not, by entering into this Agreement, waive the tort immunity provided to it by the Wyoming Governmental Claims Act, W.S. § 1-39-101 et seq. (the “Act”), and CCH retains all immunities and defenses provided to it by the Act. Furthermore, as contemplated by the Act (in W.S. § 1-39-104(a)), CCH specifically reserves to itself immunity from actions based upon contract, including actions based upon this Agreement. Any part of this Agreement that conflicts either with the tort immunity provided by the Act or with CCH’s reservation of contractual immunity under this Section shall be void and of no effect. Any actions or claims against CCH under this Agreement, to the extent that the same are permissible under the terms of this Section and/or applicable law, must be brought in accordance with the procedural requirements of the Act.

11.12 Confidentiality of Patient Information. The purpose of this provision is to ensure that CCH as a Covered Entity meets its obligations under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and under the regulations promulgated thereto, the *Standards for Privacy of Individually Identifiable Health Information* and the *Security Standards* (45 C.F.R. Parts 160, 162 and 164, issued by the Department of Health and Human Services, hereinafter referred to as the Privacy and Security Regulations). UCHealth acknowledges that medical information, including payment information, regarding CCH’s patients must be kept confidential. The Parties understand and agree that the Privacy and/or Security Regulations apply to the use and disclosure of Protected Health Information (as that term is defined in HIPAA) which may occur in fulfilling the duties and responsibilities delineated in the Agreement. UCHealth agrees that any Protected Health Information that it receives directly or indirectly, whether or not inadvertently, through its employees or agents, regarding CCH’s patients shall be treated as confidential in compliance with all state and federal laws, including but not limited to HIPAA and the Privacy and Security Regulations. Furthermore, UCHealth agrees to execute any necessary documents to comply with such state and federal laws and regulations, including a Business Associate Agreement, if necessary.

11.13 Authorized Signatories. Each Party shall designate by internal policy a person or persons authorized to execute additions to or amendments to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the Effective Date.

UNIVERSITY OF COLORADO HEALTH

By: _____

CAMPBELL COUNTY HOSPITAL DISTRICT

By: _____

Exhibit A-__ (Template)
Consultative Services Amendment

This Exhibit A-__, the Consultative Services Amendment, is made and entered into on _____, 20__ (the “Effective Date”) by and between University of Colorado Health, a Colorado non-profit corporation (“UCHealth”), and Campbell County Hospital District d/b/a Campbell County Health, (the “CCH”).

Standard Fee Structure unless otherwise specified:

Total Cost = Actual expenses incurred by UCHealth

Employee(s) = [(salary * 30% benefits) * fifteen percent (15%) admin fee] * hours spent on project

Travel = actual mileage at IRS rate and employee(s) travel time

Efforts will be made to determine if work can be completed remotely or via skype or conference calls to reduce travel costs.

Materials = Related project materials or miscellaneous resources needed for request completion

Fee Structure Variation.

There are certain departments/areas within UCHealth that have already set up a consultative fee structure to serve local and regional requests. For these requests, separate cost agreements may need to be put into place and a different fee structure may be followed that differs from the above standard fee structure.

Pursuant to the Management Services Agreement entered into by the Parties and dated _____, UCHealth and CCH agree to the following terms:

1. Scope of Support Services: *Describe project in detail and expected outcome.*
2. Costs: *List details (who is involved, area of focus, and materials needed) and total estimated dollars.*
3. Date(s) of Support Services: *Specify timeline.*
4. Location of Support Services: *Specify location.*

5. CCH Main Contact Person: _____
UCHealth Main Contact Person: _____

APPROVAL of CCH:

Signature: _____

Title: COO

Date: _____

APPROVAL OF UCHealth:

Signature: _____

Name/Title: _____

Date: _____

ATTESTATION of Executive Staff or Vice President of CCH:

Signature: _____

Name/Title: _____

Date: _____

EXHIBIT B
SCHEDULE OF MANAGEMENT SERVICES

The Parties agree that UCHealth will provide or make available to CCH, at a minimum, the Management Services described in this Exhibit B.

CCH shall be permitted to:

1. Participate in UCHealth service line leadership/administrative planning, meetings and events, as appropriate;
2. Participate in UCHealth education offerings for Board members, management, medical staff and employees, as appropriate and allowed by law;
3. Review sample/template policies and procedures developed by UCHealth;
4. Review performance monitoring tools or tracking procedures to compare de-identified data, as available and appropriate;
5. Participate in committee work through the senior team. A calendar of opportunities will be provided yearly for evaluation by UCHealth to CCH;
6. Access to HIPAA and compliance training developed by UCHealth;
7. Access to qualified specialists in hospital administration and management to foster networking and best practice sharing with a focus on quality outcomes. (Examples may include: Quality improvement leadership, utilization review programs/clinical documentation improvement, Lean training, Medical Staff office support, COO, CFO, CNO, CMO, department leadership, and physician leaders.)
8. Access to UCHealth's training modules, as appropriate;
9. Facilitate relationships between UCHealth physicians and CCH's physicians as needed;
10. Post CCH's open employment positions on UCHealth's hiring website; and
11. Have its CEO and executive staff participate with comparable UCHealth counterparts in initiatives that are designed to further collaboration between CCH and UCHealth. These types of events may include leadership events and process improvement initiatives for the goal of developing and sharing best practices that improve patient care.

CCH and UCHealth shall work together to develop and implement a framework through which CCH and UCHealth cooperate to develop or maintain healthcare services in the CCH service area.

EXHIBIT C

POTENTIAL CONSULTATIVE SERVICES

CCH and UCHealth may mutually agree, during the term of this Agreement, to enter into one or more Exhibit A's for the provision of the following Consultative Services at an additional cost to be negotiated:

1. Assist CCH in providing temporary staff as available to meet CCH needs;
2. Provide expertise regarding processes for provider peer review and provider discipline;
3. Provide CCH with access to consultation with specialists and access to a medical referral hotline;
4. Share best practices and assist in developing a care management program that supports high level patient care while facilitating patients being treated closest to their home;
5. Evaluate and help with analysis of opportunity for CCH to participate in UCHealth's volume group purchasing power;
6. Participate in CCH's Strategic Planning sessions to align CCH and UCHealth when needed and appropriate;
7. Have a UCHealth representative (besides the CEO) attend at least 6 Board meetings per year at no additional cost to CCH;
8. Support CCH in developing a succession plan;
9. Provide opportunities to CCH Medical Staff to participate in grand rounds, tumor boards, and other similar professional interactions;
10. Assist in establishing annual goals and objectives in support of the strategic plans for CCH, establishing a connection with the continued operation of CCH, and ensuring continuing access to CCH, physician and other health care services for residents of CCH's community at no additional cost; and prepare an annual report to the Board, if requested, of benefits of the agreement for evaluating opportunities for enhancing the relationship and continuous improvement at no additional cost.

Exhibit A-1
Consultative Services Amendment

This Exhibit A-1, the Consultative Services Amendment, is made and entered into on _____, 20__ (the “Effective Date”) by and between University of Colorado Health, a Colorado non-profit corporation (“UCHealth”), and Campbell County Hospital District d/b/a Campbell County Health, (the “Hospital”).

Standard Fee Structure unless otherwise specified:

Total Cost = Actual expenses incurred by UCHealth

Employee(s) = [(salary * 30% benefits) * fifteen percent (15%) admin fee] * hours spent on project

Travel = actual mileage at IRS rate and employee(s) travel time

Efforts will be made to determine if work can be completed remotely or via skype or conference calls to reduce travel costs.

Materials = Related project materials or miscellaneous resources needed for request completion

Fee Structure Variation.

There are certain departments/areas within UCHealth that have already set up a consultative fee structure to serve local and regional requests. For these requests, separate cost agreements may need to be put into place and a different fee structure may be followed that differs from the above standard fee structure.

Pursuant to the Management Services Agreement entered into by the Parties and dated _____, UCHealth and Hospital agree to the following terms:

1. Scope of Support Services: *Describe project in detail and expected outcome.*
 - a. Hospital is requesting interim CV Cath Lab manager support for a period of 3-6 months while Hospital begins to recruit for permanent role. Interim support will be provided by qualified cath lab personnel with past relevant experience. Role will provide oversight, mentorship to current staff, training, review of policies and procedures, assessment of needs, and supervision. Role will also seek out physician feedback to address concerns and share with Hospital management for evaluation.
2. Costs: *List details (who is involved, area of focus, and materials needed) and total estimated dollars.*
 - a. Hourly Rate = (\$46.46*30% benefits) *15% = \$69.46

- b. Hotel costs with receipts
- c. Food costs with receipts
- d. Travel costs actual mileage at IRS rate and employee(s) travel time
- e. Need work space at facility, orientation, and access to relevant applications

3. Date(s) of Support Services: *Specify timeline.*

- i. Estimating 24 hours per week onsite.
- ii. Estimating 3-6 month coverage, while recruitment efforts occur.
- iii. Actual hours and dates to be finalized by Campbell County Health and UCHealth prior to start date, only actually hours worked will be charged.
- iv. Dates of onsite presence to be approved by Jerry Klein prior to arrival in writing.

4. Location of Support Services: *Campbell County Health, Gillette, Wyoming*

Hospital Main Contact Person: Jerry Klein Jerry.Klein@CCHWYO.ORG

UCHealth Main Contact Person: Robert Wagner Robert.Wagner@uchealth.org

APPROVAL of the Hospital:

Signature: _____

Name/Title: _____

Date: _____

APPROVAL OF UCHealth:

Signature: _____

Name/Title: _____

Date: _____