

AGENDA

CAMPBELL COUNTY BOARD OF COMMISSIONERS

COLLEEN FABER, Chairman
DEL SHELSTAD
JIM FORD
BUTCH KNUTSON
KELLEY MCCREERY

MAY 2, 2023

08:00 BOARD BRIEFING | 09:00 MEETING CALLED TO ORDER PLEDGE OF ALLEGIANCE

CONSENT AGENDA

- A. [Consent Agenda](#)

VOUCHERS

- B. Vouchers

COMMISSION CALENDAR OF EVENTS

- C. Commission Calendar

REGULAR BUSINESS

- | | |
|--|------------------------------|
| D. 9:05 National Day of Prayer Proclamation | Marty Crump |
| E. 9:10 Economic Development Week Proclamation | Phil Christopherson |
| F. 9:15 NHSFR Volunteer Time | Brandy Elder/Aaron Lyles |
| G. 9:20 Airport Terminal Generators Bid Award | Bill Beastrom/Todd Chatfield |
| H. 9:25 CST Program Contract, Adult Treatment Courts | Chad Beeman |
| I. 9:30 Civil Legal Services, Lubnau Law | Denton Knapp |

WORKSHOP

- | | |
|---|----------------------|
| J. 9:45 Centennial Section – Proposed Bike Path | Clay Cundy/Joe Zabel |
|---|----------------------|

PUBLIC COMMENT

- K. 10:15 For the Good of the County*
- L. 10:45 Commissioners Final Comments

EXECUTIVE SESSION

- M. 10:50 Wyoming Statute §16-4-405 – Statutory Reasons for Executive Sessions
Matters Posing Threat to Security of Public or Private Property or Threat to Public
Access | Personnel Matters | Pending or Potential Litigation | National Security
Matters | Real Estate-Site Selection or Purchases | Attorney Client Privileged
Information

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 Managers Meeting, April 17, 2023
Board of Commissioners Regular Meeting, April 18, 2023
Board of Commissioners Fair Board Meeting, April 18, 2023
Board of Commissioners Airport Board Meeting, April 19, 2023

PAYROLL PAYMENTS

April 1, 2023; April 15, 2023

CANCELLATION/REBATE OF TAXES

#2021-202, 2021-203, 2021-204, 2021-205, 2021-206

AGREEMENTS

Amendment One to the Public Health Preparedness Response Unit Contract between Wyoming Department of Health, Public Health Division and Campbell County to increase the total dollar amount by \$12,000 to \$112,000.

BLM Plan Amendments for the Management of Greater Sage-Grouse Contract Coordination – Submission of the Contract Disclosure Letter stating that Campbell County has elected to coordinate its participation with several other Wyoming Counties with the assistance of Wyoming County Commissioners Association (WCCA), DJ&A Consulting (DJ&A) and DRU Consulting LLC.

CREDIT CARD REQUESTS

Clerk's Office – Shannon Ireland, Credit Limit \$3,000

LINE ITEM TRANSFERS

Airport

Transfer \$2,880.00 from 100751-64000 General Supplies to 100751-63040 Office Equip Lease

Emergency Management

Transfer \$259.52 from 100411-62450 EE Dev Meet Trav Meal Lodge to 100411-64100 Clothing/Uniforms

Library

Transfer \$34,245.00 from 100711-60005 Full Time-Regular to 100711.60200 Part Time-Regular

Parks & Recreation

Transfer \$350.00 from 100775-63420 Special Event/Program Cost-Adult Basketball to 100775-63420 Special Event/Program Cost-Youth Soccer

Transfer \$780.00 100775-63420 Special Event/Program Cost-Youth Basketball to 100775-63420 Special Event/Program Cost-Youth Soccer

Transfer \$150.00 from 100775-63420 Special Event/Program Cost-Admin Tennis to 100775-63420 Special Event/Program Cost-Youth Soccer

*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.

Parks & Recreation (continued)

Transfer \$1,050.00 from 100775-62450 EE Dev Meet Trav Meal Lodge to 100775-63420 Special Event/Program Cost-Youth Soccer
Transfer \$370.00 from 100777-63420 Special Event/Program-Basketball JH to 100775-63420 Special Event/Program Cost-Youth Soccer
Transfer \$2,225.00 from 100772-65080 Building Maintenance to 100775-63260 Credit Card Handling Fees
Transfer \$500.00 from 100772-63420 Special Event Program Cost to 100775-63260 Credit Card Handling Fees
Transfer \$600.00 from 100772-63420 Special Event/Program Cost to 100775-63260 Credit Card Handling Fees
Transfer \$500.00 from 100774-65080 Building Maintenance to 100775-63260 Credit Card Handling Fees
Transfer \$581.00 from 100775-62450 EE Dev Meet Trav Meal Lodge to 100775-63260 Credit Card Handling Fees
Transfer \$3,000.00 from 100775-65080 Building Maintenance to 100775-63260 Credit Card Handling Fees
Transfer \$1,650.00 from 100775-63240 Sales/Lodging/Property Tax to 100775-63260 Credit Card Handling Fees
Transfer \$414.00 from 100775-63240 Sales/Lodging/Property Tax to 100775-63260 Credit Card Handling Fees
Transfer \$30.00 from 100773-63240 Sales/Lodging/Property Tax to 100775-63260 Credit Card Handling Fees
Transfer \$480.00 from 100778-65080 Building Maintenance to 100778-63420 Special Event/Program Cost
Transfer \$127.00 from 100772-64100 Clothing/Uniforms to 100772-65080 Building Maintenance

Sheriff

Transfer \$5,000.00 from 100052-64650 from Food Service to 100051-64775 Animal Control Supp/Exp
Transfer \$2,150.00 from 100052-64650 from Food Services to 100051-62200 Assn Dues, Fees & Licensure

OFFICE OF STATE PUBLIC DEFENDER

David Holmes – Full Time Assistant Public Defender for Sixth Judicial District

POSITION VACANCY JUSTIFICATIONS

Children's Developmental Services – Early Interventionist
Parks & Recreation – Senior Lifeguard
Sheriff's Office – Detention Officer/Deputy Sheriff
Sheriff's Office – Communication Technician

HAND WARRANTS	\$9,691.25
Black Hills Energy	\$39.00
WAG – Division of Criminal Investigation Black Hills Energy	\$1,108.35
Burns McDonald Engineering	\$46,148.17
Home Depot	\$579.30
Tractor Supply	\$1,099.99
Verizon Wireless	\$40.05
Black Hills Energy	\$20,391.61
Campco Federal Credit Union	\$150.00
Campbell County Clerk – Tax Account	\$302,330.24
Campbell County Treasurer	\$42,014.55
CenturyLink	\$252.65
Great West Trust Company	\$28,330.00
Wyoming Child Support Enforcement	\$1,320.13
Black Hills Energy	\$28,090.01
Campbell County Treasurer – Parks & Recreation CC	\$9,500.00
Account HM Life Insurance – Stop/Loss	\$173,785.26
Campbell County Clerk Tax Account	\$25,878.11
Campbell County Treasurer – FLX/HSA	\$2,152.49
Great West Trust Company	\$2,735.00

*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.

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

*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 County Commissioners
April 17, 2023
Gillette, Wyoming

Managers Meeting

The Campbell County Board of Commissioners met with the County Managers, Monday, April 17, 2023, at 1:30 PM.

Present were Colleen Faber, Jim Ford, Butch Knutson, Kelley McCreery, Del Shelstad, Commissioners; Cindy Lovelace, County Clerk; Denton Knapp, Commissioners Executive Director; Kyle Ferris, Deputy County Attorney; Leslie Perkins, Public Information Officer; Matt Olsen, Public Works Director; Todd Chatfield, Airport Director; Phil Harvey, IT Director; Chad Beeman, Adult Treatment Court Director; Liz Edwards, Fair Coordinator; Michalene Seeman, Sheriff's Office Manager; Scott Matheny, Sheriff; Paul Wallem, Coroner; Kelly Wallem, County Attorney Office Manager; Jim Lyon, Juvenile Services Director; Troy Clements, Assessor; Kim Fry, Extension Office Director; Kevin Geis, Road & Bridge Director; Robert Henning, Museum Director; Tony Langone, Fleet Manager; Terri Lesley, Library Director; Troy Clements, Assessor; Trena Bauder, Children's Developmental Services; Crystal Nichols, HR/Risk Management; JR Fox, Fire Department; Pam Merchen, Clerk of District Court; Rachael Knust, Treasurer; Jane Glaser, Public Health Director; Aaron Lyles, Cam-Plex Director; Kristin Young, Grants Management Coordinator. Sandra Beeman, Commissioners Administrative Coordinator.

Kim Fry introduced Makala Riley, 4-H Youth Development Educator.

Leslie Perkins provided an update on the 2021/22 Campbell County annual report. 100 copies will be printed, and revisions are due by 4/28/2023.

Leslie Perkins provided an update on the development of the county policies and gave the April report for public record requests.

Discussion was held concerning Campbell County submitting a proposal to host the 2024 WACO conference.

Commissioner Faber reviewed the county lease and agreement process. Discussion was held.

Discussion was held concerning the FY 23/24 budget process.

Discussion was held concerning the Gillette College building and facilities leases.

Commissioner Ford left the meeting at 2:21 PM.

Kristin Young presented the Opioid Settlement Funds proposed requests. Discussion was held.

Discussion was held concerning Campbell County sponsoring a table for the ECED banquet.

Discussion was held concerning the WCCA spring meeting scheduled for May 23-24, 2023, in Douglas.

Sandra Beeman presented the dates of times of the scholarship presentations at CCHS, Thunder Basin, Westwood, and Wright Junior High School. Discussion was held.

Commissioner Ford returned to the meeting at 3:08 PM.

Denton Knapp and Sandra Beeman presented the upcoming Commissioners Calendar of Events.

There being no further business to come before the Commissioners, the meeting was adjourned at 3:48 PM.

Cindy Lovelace, County Clerk
Board of County Commissioners

Colleen Faber, Chairman
Board of County Commissioners

Office of County Commissioners
April 18, 2023
Gillette, Wyoming

The Campbell County Board of Commissioners met in regular session, Tuesday, April 18, 2023. Chairman Faber called the meeting to order at 9:00 AM. Pastor Marty Crump led the Invocation and the Pledge of Allegiance.

Present were Colleen Faber, Jim Ford, Butch Knutson, Kelley McCreery, Del Shelstad, Commissioners; Cindy Lovelace, County Clerk; Denton Knapp, Commissioners Executive Director; Kyle Ferris, Deputy County Attorney.

The following Consent Agenda was presented:

MINUTES

Board of Commissioners Museum Board Meeting, March 21, 2023 – Corrected
Board of Commissioners Library Board Meeting, March 27, 2023
Board of Commissioners Senior Center Board Meeting, March 29, 2023
Board of Commissioners Workshop, March 29, 2023
Board of Commissioners Executive Session, March 29, 2023
Board of Commissioners Children’s Developmental Services, March 29, 2023
Board of Commissioners Directors Workshop, April 3, 2023
Board of Commissioners Regular Meeting, April 4, 2023
Board of Commissioners Executive Session, April 4, 2023

MONTHLY REPORTS

Clerk of District Court – March 2023
County Clerk – March 2023
Sheriff’s Office – March 2023
Treasurer’s Office – March 31, 2023
941 Tax Report – 1st Quarter 2023
Workers Comp – 1st Quarter 2023

CANCELLATION/REBATE OF TAXES

2021-196, 2021-197, 2021-198, 2021-199, 2021-200, 2021-201

AGREEMENTS

Agreement for Use of Facilities and Assumption of Risk and Liability Release Agreement between International Pathfinder Camporee and Campbell County Parks & Recreation for use of the Recreation Center during the Camporee Event August 6th – 9th, 2024.

Gillette College Building and Facility Agreements – Updating the following agreements to switch from Northern Wyoming Community College District (NWCCD) to Gillette Community College District (GCCD/Gillette College):

Assignment of Lease Gillette College Agricultural Complex
Assignment of Lease Pronghorn Center and Soccer Field

Assignment of Lease Gillette College Technical Education Center
Assignment of Lease Gillette College Main Administration Building

CAPITAL REQUESTS

Fleet – Requesting to reallocate \$11,250.00 in left-over funds from account 120123-68200, a tractor came in under-budget, to purchase a replacement 2022 Case IH L105 Loader from Torgerson's for CAM-PLEX.

DONATIONS

Sheriff's Office – Acceptance of \$2,000 donation to the K-9 Program

LINE ITEM TRANSFERS

Attorney - Transfer \$1,073.84 from 100061-60005 Full Time-Overtime to 100061-60100 Full Time Regular

Emergency Management - Transfer \$1,072.36 from 100411-63040 Office Equip/Computer/Tech Lease to 100411-62760 Office Equip Maint Contracts
Transfer \$487.34 from 100411-63420 Special Event/Program Cost to 100411-62760 Office Equip Maint Contracts, Transfer \$28,485.90 from 100411-62700 Tech Hardware Main Contracts to 100411-62720 Software Costs

Juvenile Services - Transfer \$1,350.00 from 100452-62240 Medical Services/Claims to 100454-63420 Special Events/Program Cost

Parks & Recreation - Transfer \$1,500.00 from 100775-62450 EE Dev Meet Trav Meal Lodg to 100775-63420 Special Event/Program Cost
Transfer \$1,500.00 from 100775-62450 EE Dev Meet Trav Meal Lodg to 100775-63420 Special Event/Program Cost

Sheriff - Transfer \$20.00 from 100052-62240 Medical Claims/Services to 100052-62200 Assn Dues, Fees, and Licensure

POSITION VACANCY JUSTIFICATIONS

Attorney's Office – Deputy County Attorney

Children's Developmental Services – Early Childhood Special Education Supervisor

Public Works/Maintenance – Maintenance Technician, Senior

HAND WARRANTS

Black Hills Energy	\$16,816.65
Campco Federal Credit Union	\$150.00
Circuit Court of Campbell County	\$16.98
Campbell County Clerk Tax Account	\$293,864.63
Campbell County Treasurer – FLX/HSA	\$43,774.05
City of Gillette	\$422.28
Great West Trust Company	\$28,390.00
Sheridan County Circuit Court	\$316.10
Wyoming Child Support Enforcement	\$1,320.13

John Harvey	\$850.85
Nina Shober	\$192.23
Sierra Yanzick	\$27.71
Black Hills Energy	\$24,988.46
IRS Department of Treasury	\$345.82
Wyoming Department of Revenue & Taxation	\$127.00
WAG – Division of Criminal Investigations	\$15.00
Wyoming Department of Workforce Services – WC	\$95,368.33
Burns & McDonnell Engineering Company, Inc	\$46,148.17
Verizon Wireless	\$40.05
Home Depot Credit Card Services	\$579.30
Tractor Supply Company	\$1,099.99

Commissioner Shelstad moved the Board approve all items of the Consent Agenda as presented. Commissioner Ford seconded the motion. Commissioner Ford recognized EOG Resources for a \$2000 donation to the Sheriff's Office K-9 Unit. All voted Aye. Motion carried.

Commissioner McCreery presented the Commissioners upcoming calendar of events.

Denton Knapp and Lee Yake provided the Veterans Update. Denton Knapp introduced Evan Stoops as the Chairman of the Veterans Faith Based Working Group.

Commissioner Ford moved the Board approve the Sole Source Purchase Request for Public Health to purchase three (3) PharaRoam5 vaccine coolers from Roemer Industries, in the amount of \$32,918.24, using funds from the COVID-19 Vaccine Outreach Grant, as presented. Commissioner Shelstad seconded the motion. All voted Aye. Motion carried.

Commissioner Ford moved the Board approve the submission of the EMPG-ARPA Grant Application to purchase a remote-control system for the public warning siren system, in the amount of \$15,000 with a local match of \$15,000; transfer funds from Optional 1% Contingency 170013-69800 to 1% EMA 170411-66900, as presented. Commissioner McCreery seconded the motion. All voted Aye. Motion carried.

Commissioner McCreery moved the Board allow for the Chapter 4 Rules Regulating Construction proposed amendment to be open for a forty-five (45) public comment period, with written comments due at 5:00 PM on June 2, 2023, and set a public hearing for 10:15 AM on June 6, 2023, as recommended by Campbell County Public Works. Commissioner Shelstad seconded the motion. All voted Aye. Motion carried.

Commissioner Ford moved the Board take from the table the Purchase and Sale Agreement, Special Warranty Deed, and First Amendment Westwood High School Property Exchange MOU regarding the Campbell County School District Bus Barn/Transportation Facility property located on Warlow Drive. Commissioner Shelstad seconded the motion. All voted Aye. Motion carried.

Commissioner Ford moved the Board approve the Purchase and Sale Agreement for Real Property between Campbell County School District No. 1 and Campbell County for the Bus Barn/Transportation Facility located on Warlow Drive, Lot 4E of the Resubdivision of Lot 4A, Bicentennial Park Subdivision, as presented. Commissioner Shelstad seconded the motion. Roll Call vote was taken by the Clerk. Commissioner Knutson voted Nay. Commissioner McCreery voted Nay. Commissioner Shelstad voted Aye. Commissioner Ford voted Aye. Commissioner Faber voted Aye. Motion carried.

Commissioner Shelstad moved the Board approve the Special Warranty Deed conveying Lot 4E of the Resubdivision of Lot 4A, Bicentennial Park Subdivision from Campbell County to Campbell County School District No. 1, as presented. Commissioner Ford seconded the motion. 3 voted Aye. 2 voted Nay. Motion carried.

Commissioner Shelstad moved the Board approve the First Amendment of Westwood High School Property Exchange Memorandum of Understanding between Campbell County School District No. 1, City of Gillette, and Campbell County, as presented. Commissioner Ford seconded the motion. All voted Aye. Motion carried.

Commissioner Shelstad moved the Board approve the District Support Grant Application for Box N Ranch Road Improvement and Service District in the amount of \$2,478.00 from Optional One Percent Sales Tax fund for blading, roadbase, and mag chloride, as presented. Commissioner McCreery seconded the motion. All voted Aye. Motion carried.

Commissioner Ford moved the Board approve the District Support Grant Application for Fox Ridge Improvement and Service District in the amount of \$5,987.50 from Optional One Percent Sales Tax fund for crushed concrete and road blading, as presented. Commissioner Shelstad seconded the motion. All voted Aye. Motion carried.

Commissioner Shelstad moved the Board approve the District Support Grant Application for Graceland Improvement and Service District in the amount of \$18,150.00 from Optional One Percent Sales Tax fund for road rehabilitation, gravel placement, and culvert install, as presented. Commissioner Ford seconded the motion. All voted Aye. Motion carried.

Commissioner Knutson moved the Board approve the District Support Grant Application for Means, Carter, North Hannum Improvement and Service District in the amount of \$3,977.33 from Optional One Percent Sales Tax fund for mag chloride, as presented. Commissioner McCreery seconded the motion. All voted Aye. Motion carried.

Commissioner McCreery moved the Board approve the District Support Grant Application for Rocky Point Improvement and Service District in the amount of \$2,725.80 from Optional One Percent Sales Tax fund for crushed asphalt and mag chloride, as presented. Commissioner Ford seconded the motion. All voted Aye. Motion carried.

Commissioner Ford moved the Board award the Airport Lift Station Rehabilitation Project to DRM Inc., in the amount of \$376,206.00, as presented. Commissioner Shelstad seconded the motion. All voted Aye. Motion carried.

Commissioner Knutson moved the Board approve to waive the Landfill Tipping Fees on May 12th and 13th for the Town of Wright's Annual Cleanup Days, as presented. Commissioner McCreery seconded the motion. All voted Aye. Motion carried.

Public comment was given.

Commissioners final comments were given.

There being no further business to come before the Board of Commissioners, the regular meeting was adjourned at 11:00 AM. The next regular meeting of the Commissioners will be held Tuesday, May 2, 2023, at 9:00 AM in the Commissioners Chambers in the Courthouse.

Commissioner McCreery moved to convene into an Executive Session for the purpose of discussing pending litigation and personnel. Commissioner Shelstad seconded the motion. All voted Aye. Motion carried.

The Board convened into Executive Session at 11:07 AM.

Executive Session adjourned at 12:38 PM.

The Board reconvened at 1:00 PM for a Workshop with Jerimiah Rieman, Wyoming County Commissioner Association Executive Director.

Cindy Lovelace, County Clerk
Board of County Commissioners

Colleen Faber, 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.campbellcountyny.gov

Office of County Commissioners
April 18, 2023
Gillette, WY

The Campbell County Board of Commissioners met with the Fair Board, Tuesday, April 18, 2023, at 6:00 PM.

Present were Colleen Faber, Jim Ford, Butch Knutson, Kelley McCreery, Del Shelstad, Commissioners; Cindy Lovelace, County Clerk; Denton Knapp, Commissioners Executive Director; Kyle Ferris, Deputy County Attorney; Liz Edward, Fair Coordinator; and members of the Fair Board.

Liz Edwards, Fair Coordinator, provided an update on the preparation for the 2023 Campbell County Fair.

Discussion was held on the draft for County Code of Conduct for Board Members.

JD Gray, Board Chairman, requested a liaison from the Board of Commissioners to the Fair Board. Discussion was held.

Discussion was held concerning the FY 2023/24 budget.

No action was taken, and the Commissioners left the meeting at 7:00 PM.

Cindy Lovelace, County Clerk
Board of County Commissioners

Colleen Faber, Chairman
Board of County Commissioners

Office of County Commissioners
April 19, 2023
Gillette, WY

The Campbell County Board of Commissioners met with the Airport Board, Wednesday, April 19, 2023, at 4:00 PM.

Present were Colleen Faber, Jim Ford, Butch Knutson, Kelley McCreery, Del Shelstad, Commissioners; Cindy Lovelace, County Clerk; Denton Knapp, Commissioners Executive Director; Todd Chatfield, Airport Director; and members of the Airport Board.

Discussion was held concerning the FY 2023/24 budget.

Discussion was held concerning the Tri Annual Disaster Drill scheduled for June 13, 2023.

Discussion was held concerning Wings and Wheels scheduled for July 15, 2023.

Discussion was held concerning the Mobile Aircraft Control Tower for the Camporee event in 2024.

Discussion was held concerning the CGI Digital Video.

Discussion was held concerning the process of negotiating a lease with RFP/GateOne.

No action was taken, and the Commissioners left the meeting at 4:37 PM.

Cindy Lovelace, County Clerk
Board of County Commissioners

Colleen Faber, Chairman
Board of County Commissioners

PAYROLL PAYMENT

FOR THE PAY PERIOD (s) ENDING

4/1, 23
4/15, 23
_____, _____

We do hereby approve the County Payroll as presented this 2nd day of May, 2023

Member

Member

Member

Member

Chairman

04/20/2023

date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 2021-202

NAME: TARVER JAMES PAUL & JAIME LOU

NOTICE ISSUED FOR:

NOVC#

OTHER: NO ASSETS

☐ PARTIAL
☒ REBATE
☐ CANCELLATION

YEAR: 2020

TAX NOTICE NO.

ACCOUNT/PARCEL# 30061749

P0061749

DISTRICT NO. 0100

ASSESSED VALUATION: 4,750

AMOUNT:\$ 285.27

 COUNTY ASSESSOR

APPROVED: ☐ DENIED: ☐

THIS _____ DAY OF _____, 20 _____

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 _____

COUNTY CLERK

4-20-2023

Rebate # 2021-202

Campbell County

Rachael Knust, Treasurer
2020 PERSONAL PROPERTY TAX BILL(307) 682-7268
<https://www.ccgov.net/>PO. Box 1027
Gillette, WY 82717

District	Parcel Number	State Acct. No.	GEO Pin	Assessed Valuation	
0100	0P0061749	P0061749	3333006174900	Real Estate Value	0
				Improvements/Buildings Value	0
				Personal Property Value	4,750
				Total Valuation	4,750
				Mill Levy	60.056
				General Taxes	285.27
				Special Taxes	0.00
				Total Tax	\$285.27
				First Installment	\$142.64
				<i>Delinquent after November 10, 2020</i>	
				Second Installment	\$142.63
				<i>Delinquent after May 10, 2021</i>	

TARVER JAMES PAUL & JAIME LOU
PO BOX 2080
GILLETTE, WY 82717-0000Rebate -
NO assets

Address changed? Notify the County Assessor at (307) 682-7266

Legal Description

LOCATION: 807 TRAIL CREEK RD
FARM/RANCH EQUIPMENT

If you have sold this property and are not responsible for payment, please forward this bill to the responsible party or to this office

TAX DOLLAR USE

TAXING AUTHORITY	LEVY	AMOUNT
CAMPBELL COUNTY GOVERNMENT	11.276	53.56
CNTY HOSPITAL DIST TRUST FUND	3.000	14.25
CNTY SPEC CEMETERY BOARD TRUST	.826	3.92
CNTY UNIFIED SPEC DIST TRST FD	25.000	118.75
CNTY WEED & PEST BOARD TRUST	.454	2.16
COOPERATIVE HIGHER EDUC SERV	.500	2.38
COUNTY WIDE SCHOOL TRUST FUND	6.000	28.50
STATE OF WY FOUND PRG TRST FND	12.000	57.00
UNIFIED SCHOOL - RECREATION	1.000	4.75
TOTAL	60.056	285.27

Please detach and return the installment coupons
provided below with payment to:
CAMPBELL COUNTY TREASURER
PO. Box 1027
Gillette, WY 82717-1027OR
PAY YOUR 2020 TAX ONLINE AT:
<https://itax.tylertech.com/CampbellWY/>

DUE DATES AND PAYMENT INFORMATION

First half installments are delinquent after November 10, 2020. Second half installments are delinquent after May 10, 2021.

Any delinquent installment will bear interest at 18%.

Interest on first installment will be forgiven if TOTAL TAX is paid ON OR BEFORE December 31, 2020

Tax bills are always sent directly to taxpayers. Mortgage companies are provided tax information electronically.
Please contact your mortgage company directly if in doubt about payment responsibility.

THIS IS THE ONLY BILL YOU WILL RECEIVE!

2020 FIRST INSTALLMENT COUPON
OR TOTAL TAX DUE COUPONTARVER JAMES PAUL & JAIME LOU
PO BOX 2080
GILLETTE, WY 82717-0000

Parcel#: 0P0061749

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2020): \$142.64
Total Tax (Due on or before 12/31/2020): \$285.27

2020 SECOND INSTALLMENT COUPON

TARVER JAMES PAUL & JAIME LOU
PO BOX 2080
GILLETTE, WY 82717-0000

Parcel#: 0P0061749

Second Installment (Due on or before 05/10/2021): \$142.63

04/20/2023

date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 2021-203

NAME: TARVER JAMES PAUL & JAIME LOU

NOTICE ISSUED FOR:

NOVC#

OTHER: NO ASSETS

☐ PARTIAL
☒ REBATE
☐ CANCELLATION

YEAR: 2021

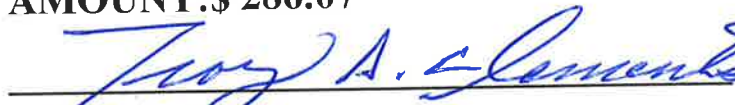
TAX NOTICE NO.

ACCOUNT/PARCEL# 30061749

DISTRICT NO. 0100

ASSESSED VALUATION: 4,750

AMOUNT: \$ 286.07

 COUNTY ASSESSOR

APPROVED: ☐ DENIED: ☐

THIS _____ DAY OF _____, 20 ____

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 ____

COUNTY CLERK

4-20-2023

Rebate # 2021-2023

Campbell County

Rachael Knust, Treasurer
2021 PERSONAL PROPERTY TAX BILL(307) 682-7268
<https://www.ccgov.net/>PO. Box 1027
Gillette, WY 82717

District	Parcel Number	State Acct. No.	GEO Pin	Assessed Valuation	
0100	0P0061749	P0061749	33330061749000	Real Estate Value	0
				Improvements/Buildings Value	0
				Personal Property Value	4,750
				Total Valuation	4,750
				Mill Levy	60.225
				General Taxes	286.07
				Special Taxes	0.00
				Total Tax	\$286.07
				First Installment	\$143.04
				Delinquent after November 10, 2021	
				Second Installment	\$143.03
				Delinquent after May 10, 2022	

TARVER JAMES PAUL & JAIME LOU
PO BOX 2080
GILLETTE, WY 82717-2080Rebate -
No Assets

Address changed? Notify the County Assessor at (307) 682-7266

Legal Description

LOCATION: 807 TRAIL CREEK RD
FARM/RANCH EQUIPMENT

If you have sold this property and are not responsible for payment, please forward this bill to the responsible party or to this office

TAX DOLLAR USE

TAXING AUTHORITY	LEVY AMOUNT	
CAMPBELL COUNTY GOVERNMENT	11.235	53.36
CNTY HOSPITAL DIST TRUST FUND	3.000	14.25
CNTY SPEC CEMETERY BOARD TRUST	.901	4.28
CNTY UNIFIED SPEC DIST TRST FD	25.000	118.75
CNTY WEED & PEST BOARD TRUST	.589	2.80
COOPERATIVE HIGHER EDUC SERV	.500	2.38
COUNTY WIDE SCHOOL TRUST FUND	6.000	28.50
STATE OF WY FOUND PRG TRST FND	12.000	57.00
UNIFIED SCHOOL - RECREATION	1.000	4.75
TOTAL	60.225	286.07

Please detach and return the installment coupons
provided below with payment to:
CAMPBELL COUNTY TREASURER
PO. Box 1027
Gillette, WY 82717-1027OR
PAY YOUR 2021 TAX ONLINE AT:
<https://itax.tylertech.com/CampbellWY/>

DUE DATES AND PAYMENT INFORMATION

1st half installments are delinquent after November 10, 2021. 2nd half installments are delinquent after May 10, 2022.

Any delinquent installment will bear interest at 18%.

Interest on first installment will be forgiven if TOTAL TAX is paid ON OR BEFORE December 31, 2021

Tax bills are always sent directly to taxpayers. Mortgage companies are provided tax information electronically.
Please contact your mortgage company directly if in doubt about payment responsibility.

THIS IS THE ONLY BILL YOU WILL RECEIVE!

2021 FIRST INSTALLMENT COUPON
OR TOTAL TAX DUE COUPONTARVER JAMES PAUL & JAIME LOU
PO BOX 2080
GILLETTE, WY 82717-2080

Parcel#: 0P0061749

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2021): \$143.04
Total Tax (Due on or before 12/31/2021): \$286.07

2021 SECOND INSTALLMENT COUPON

TARVER JAMES PAUL & JAIME LOU
PO BOX 2080
GILLETTE, WY 82717-2080

Parcel#: 0P0061749

Second Installment (Due on or before 05/10/2022): \$143.03

04/20/2023

date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 2021-204

NAME: TARVER JAMES PAUL & JAIME LOU

NOTICE ISSUED FOR:

NOVC#

OTHER: NO ASSETS

☐ PARTIAL
☒ REBATE
☐ CANCELLATION

YEAR: 2022

TAX NOTICE NO.

ACCOUNT/PARCEL# 30061749

DISTRICT NO. 0100

ASSESSED VALUATION: 4,750

AMOUNT:\$ 297.13

 COUNTY ASSESSOR

APPROVED: ☐ DENIED: ☐

THIS _____ DAY OF _____, 20 _____

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 _____

COUNTY CLERK

4-20-2023

Rebate # 2021-204

Campbell County

Rachael Knust, Treasurer
2022 PERSONAL PROPERTY TAX BILL(307) 682-7268
<https://www.campbellcountywy.gov>PO. Box 1027
Gillette, WY 82717

District	Parcel Number	State Acct. No.	GEO Pin	Assessed Valuation	
0100	0P0061749	P0061749	33330061749000	Real Estate Value	0
				Improvements/Buildings Value	0
				Personal Property Value	4,750
				Total Valuation	4,750
				Mill Levy	62.553
				General Taxes	297.13
				Special Taxes	0.00
				Total Tax	\$297.13
				First Installment	\$148.57
				Delinquent after November 10, 2022	
				Second Installment	\$148.56
				Delinquent after May 10, 2023	

TARVER RANCH LLC
PO BOX 2080
GILLETTE, WY 82717-2080Rebate -
NO Assets

Address changed? Notify the County Assessor at (307) 682-7266

Legal Description

LOCATION: 807 TRAIL CREEK RD
FARM/RANCH EQUIPMENT

If you have sold this property and are not responsible for payment, please forward this bill to the responsible party or to this office

TAX DOLLAR USE

TAXING AUTHORITY	LEVY AMOUNT	
CAMPBELL COUNTY GOVERNMENT	11.235	53.36
CNTY HOSPITAL DIST TRUST FUND	3.000	14.25
CNTY SPEC CEMETERY BOARD TRUST	.862	4.10
CNTY UNIFIED SPEC DIST TRST FD	25.000	118.75
CNTY WEED & PEST BOARD TRUST	.411	1.96
COLLEGE FOUNDATION PROGRAM	2.545	12.08
COOPERATIVE HIGHER EDUC SERV	.500	2.38
COUNTY WIDE SCHOOL TRUST FUND	6.000	28.50
STATE OF WY FOUND PRG TRST FND	12.000	57.00
UNIFIED SCHOOL - RECREATION	1.000	4.75
TOTAL	62.553	297.13

Please detach and return the installment coupons
provided below with payment to:
CAMPBELL COUNTY TREASURER
PO. Box 1027
Gillette, WY 82717-1027OR
PAY YOUR 2022 TAX ONLINE AT:
<https://itax.tylertech.com/CampbellWY/>

DUE DATES AND PAYMENT INFORMATION

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THIS IS THE ONLY BILL YOU WILL RECEIVE!

2022 FIRST INSTALLMENT COUPON
OR TOTAL TAX DUE COUPONTARVER RANCH LLC
PO BOX 2080
GILLETTE, WY 82717-2080

Parcel#: 0P0061749

Please Circle Which Amount You Are Paying:

First Installment (Due on or before 11/10/2022): \$148.57
Total Tax (Due on or before 12/31/2022): \$297.13

2022 SECOND INSTALLMENT COUPON

TARVER RANCH LLC
PO BOX 2080
GILLETTE, WY 82717-2080

Parcel#: 0P0061749

Second Installment (Due on or before 05/10/2023): \$148.56

04/20/2023
date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 2021-205

NAME: DEVON ENERGY PRODUCTION CO LP

NOTICE ISSUED FOR:

NOVC# 2023-0169

OTHER:

☒ **PARTIAL**
☒ **REBATE**
☐ **CANCELLATION**

YEAR: 2020

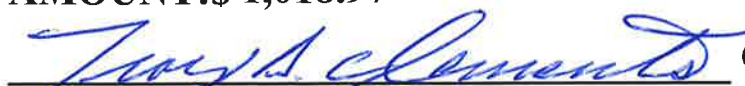
TAX NOTICE NO.

ACCOUNT/PARCEL# 06027436

DISTRICT NO. 0100

ASSESSED VALUATION: \$16,967

AMOUNT: \$ 1,018.97

 **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

THIS _____ **DAY OF** _____, 20 _____

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 _____

COUNTY CLERK

ADMINNO: 14754

TAXROLL CORRECTION
Tax Year: 2020

To: CAMPBELL TREASURER

From: CAMPBELL ASSESSOR

Correction Type:

Name: DEVON ENERGY PRODUCTION COMPANY LP

Account #: C0027436

ATTN PRA ACCT-ROCKIES BU COMPLIANCE LP

Map #:

Address: 333 W SHERIDAN AVE

Parcel #:

OKLAHOMA CITY, OK 73102-5015

Account Type State Assessed

Sub\Lot\Block

Legal Desc:

PLEASE MAKE THE FOLLOWING CHANGES TO THE TAX ROLL
FOR THE ABOVE MENTIONED YEAR

Tax District:	0100	Actual Value	Assessed Value	Mill Levy	Total Tax	Penalty \$
Prior Values		\$7,461,171.00	\$7,461,171.00	60.0560	\$448,088.09	\$0.00
Adjusted Values		\$7,444,204.00	\$7,444,204.00	60.0560	\$447,069.12	\$0.00
Difference	Decrease Tax Roll	-\$16,967.00	-\$16,967.00	0.0000	-\$1,018.97	\$0.00

Reason 4-20-23 REBATE #2021-205 PER NOVC #2023-0169 (\$16,967) (\$1,018.97).

Appraiser

Date

Reviewed By

Date

Signature

Date

04/19/2023

Campbell County
Rachael Knust, Treasurer
2020 STATE ASSESSED - MINERALS TAX BILL

(307) 682-7268
<https://www.ccgov.net/>

PO. Box 1027
 Gillette, WY 82717

Assessed Valuation

District 0100	Parcel Number 000027436	State Acct. No. C0027436	Assessed Value	7,537,765
DEVON ENERGY PRODUCTION COMPANY LP ATTN PRA ACCT-ROCKIES BU COMPLIANCE LP 333 W SHERIDAN AVE OKLAHOMA CITY, OK 73102-5015			Total Valuation	7,537,765
			Mill Levy	60.056
			General Taxes	452,688.01
			Special Taxes	0.00
			Total Tax	\$452,688.01

(Payment Schedule is provided below)

Address changed? Notify the County Assessor at (307) 682-7266

Legal Description

If you have sold this property and are not responsible for payment, please forward this bill to the responsible party or to this office

TAX DOLLAR USE

TAXING AUTHORITY	LEVY	AMOUNT
CAMPBELL COUNTY GOVERNMENT	11.276	84,995.84
CNTY HOSPITAL DIST TRUST FUND	3.000	22,613.30
CNTY SPEC CEMETERY BOARD TRUST	.826	6,226.20
CNTY UNIFIED SPEC DIST TRST FD	25.000	188,444.12
CNTY WEED & PEST BOARD TRUST	.454	3,422.14
COOPERATIVE HIGHER EDUC SERV	.500	3,768.88
COUNTY WIDE SCHOOL TRUST FUND	6.000	45,226.59
STATE OF WY FOUND PRG TRST FND	12.000	90,453.18
UNIFIED SCHOOL - RECREATION	1.000	7,537.76
TOTAL	60.056	452,688.01

Payments may be mailed to:
 CAMPBELL COUNTY TREASURER
 PO. Box 1027
 Gillette, WY 82717-1027

OR
PAY YOUR 2020 TAX ONLINE AT:
<https://itax.tylertech.com/CampbellWY/>

DUE DATES AND PAYMENT INFORMATION

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THIS IS THE ONLY BILL YOU WILL RECEIVE!

Parcel# : 000027436

1st Half Installments

Install#	Due Date	Amount
1	10/10/2020	113,172.01
2	11/10/2020	113,172.00
		226,344.01

Parcel# : 000027436

2nd Half Installments

Install#	Due Date	Amount
1	04/10/2021	75,417.82
2	05/10/2021	75,463.09
3	06/10/2021	75,463.09
		226,344.00

04/20/2023

date processed

PETITION FOR REBATE/CANCELLATION OF TAXES

STATE OF WYOMING

COUNTY OF CAMPBELL

No: 2021-206

NAME: DEVON ENERGY PRODUCTION CO LP

NOTICE ISSUED FOR:

NOVC# 2023-0169

OTHER:

☒ **PARTIAL**
☒ **REBATE**
☐ **CANCELLATION**

YEAR: 2020

TAX NOTICE NO.

ACCOUNT/PARCEL# C 0041403

DISTRICT NO. 0100

ASSESSED VALUATION: \$46,677

AMOUNT: \$ 2,803.23

 **COUNTY ASSESSOR**

APPROVED: ☐ **DENIED:** ☐

THIS _____ **DAY OF** _____, 20 _____

BOARD OF COUNTY COMMISSIONERS

FILED _____, 20 _____

COUNTY CLERK

ADMINNO: 14755

TAXROLL CORRECTION
Tax Year: 2020

To: CAMPBELL TREASURER

From: CAMPBELL ASSESSOR

Correction Type:

Name: DEVON ENERGY PRODUCTION COMPANY L P

Account #: C0041403

ATTN AMANDA SMITH

Map #:

Address: 333 W SHERIDAN AVE

Parcel #:

OKLAHOMA CITY, OK 73102-5015

Account Type State Assessed

Sub\Lot\Block

Legal Desc:

PLEASE MAKE THE FOLLOWING CHANGES TO THE TAX ROLL
FOR THE ABOVE MENTIONED YEAR

Tax District:	0100	Actual Value	Assessed Value	Mill Levy	Total Tax	Penalty \$
Prior Values		\$98,635,566.00	\$98,635,566.00	60.0560	\$5,923,657.55	\$0.00
Adjusted Values		\$98,588,889.00	\$98,588,889.00	60.0560	\$5,920,854.32	\$0.00
Difference	Decrease Tax Roll	-\$46,677.00	-\$46,677.00	0.0000	-\$2,803.23	\$0.00

Reason 4-20-23 REBATE #2021-206 PER NOVC #2023-0169 (\$46,677) (\$2,803.23).

Appraiser

Date

Reviewed By

Date

Signature

Date

04/19/2023

Campbell County
Rachael Knust, Treasurer
2020 STATE ASSESSED - MINERALS TAX BILL

(307) 682-7268
<https://www.ccgov.net/>

PO. Box 1027
 Gillette, WY 82717

			Assessed Valuation	
District	Parcel Number	State Acct. No.	Assessed Value	98,657,019
0100	000041403	C0041403		
DEVON ENERGY PRODUCTION COMPANY L P ATTN AMANDA SMITH 333 W SHERIDAN AVE OKLAHOMA CITY, OK 73102-5015			Total Valuation	98,657,019
			Mill Levy	60.056
			General Taxes	5,924,945.93
			Special Taxes	0.00
			Total Tax	\$5,924,945.93

(Payment Schedule is provided below)

Address changed? Notify the County Assessor at (307) 682-7266

Legal Description

If you have sold this property and are not responsible for payment, please forward this bill to the responsible party or to this office

TAX DOLLAR USE			
TAXING AUTHORITY	LEVY	AMOUNT	
CAMPBELL COUNTY GOVERNMENT	11.276	1,112,456.54	Payments may be mailed to: CAMPBELL COUNTY TREASURER PO. Box 1027 Gillette, WY 82717-1027
CNTY HOSPITAL DIST TRUST FUND	3.000	295,971.06	
CNTY SPEC CEMETERY BOARD TRUST	.826	81,490.70	
CNTY UNIFIED SPEC DIST TRST FD	25.000	2,466,425.48	
CNTY WEED & PEST BOARD TRUST	.454	44,790.28	
COOPERATIVE HIGHER EDUC SERV	.500	49,328.51	
COUNTY WIDE SCHOOL TRUST FUND	6.000	591,942.12	
STATE OF WY FOUND PRG TRST FND	12.000	1,183,884.22	
UNIFIED SCHOOL - RECREATION	1.000	98,657.02	
TOTAL	60.056	5,924,945.93	

OR
PAY YOUR 2020 TAX ONLINE AT:
<https://itax.tylertech.com/CampbellWY/>

DUE DATES AND PAYMENT INFORMATION

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THIS IS THE ONLY BILL YOU WILL RECEIVE!

Parcel# : 000041403

1st Half Installments

Install#	Due Date	Amount
1	10/10/2020	1,481,236.49
2	11/10/2020	1,481,236.48
		2,962,472.97

Parcel# : 000041403

2nd Half Installments

Install#	Due Date	Amount
1	04/10/2021	987,095.99
2	05/10/2021	987,688.48
3	06/10/2021	987,688.49
		2,962,472.96

**OFFICE**

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

Denton Knapp
Executive Director of Administration

BOARD OF COMMISSIONERS

Colleen Faber, Chairman
Roy Knutson
Jim Ford
Del Shelstad
Kelly McCreery

Contract Approval Form

Instructions: *Fill out upon review by legal and risk management. Submit to Commissioner's Office with grant contract to be approved and signed.*

Date of Commissioner's Meeting

Title

Agency

Recipient

Funding Source

Federal – CFDA/ALN

State – State grant identifying number

Other – Please explain:

Please mark as applicable:

Annual Contract Award

New Contract Award

Amendment to Contract Award

Includes Capital Assets

Bid/Request for Proposals Required

**Match Fund Required - Request Form
Required**

Date range of contract

Amount

Summary

Date of Legal Review

Date of Risk Management Review

Approval Signature

Chairman, Coleen Faber

Clerk's Office

**AMENDMENT ONE TO THE CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION
AND
CAMPBELL COUNTY**

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Department of Health, Public Health Division (Agency), whose address is: 122 West 25th Street, 3rd Floor West, Cheyenne, Wyoming 82002, and Campbell County (Subrecipient), whose address is: 2301 South 4J Road, Gillette, Wyoming 82717. This Amendment concerns the Public Health Preparedness and Response Unit.
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Contract between the Agency and the Subrecipient. The purpose of this Amendment is to: a) increase the total Contract dollar amount by twelve thousand dollars (\$12,000.00) to one hundred twelve thousand dollars (\$112,000.00); and b) replace Attachment A, Statement of Work, with Attachment A-1, Revised Statement of Work, to reflect budgetary changes.

The original Contract, dated July 22, 2022, required the Subrecipient to develop public health emergency preparedness and response capability in the jurisdiction through implementation of the Centers for Disease Control and Prevention Public Health Preparedness Capabilities for a total Contract amount of one hundred thousand dollars (\$100,000.00) with an expiration date of June 30, 2023.

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of the Contract, as amended, unless terminated at an earlier date pursuant to the provisions of the Contract, or pursuant to federal or state statute, rule, or regulation.
4. **Amendments.**
 - A. The second sentence of Section 4(A) of the original Contract is hereby amended to read as follows:

“The total payment under this Contract shall not exceed one hundred twelve thousand dollars (\$112,000.00).”

5. **Amended Responsibilities of the Subrecipient.**

Responsibilities of the Subrecipient are hereby amended as follows:

- A. As of the Effective Date of this Amendment, Attachment A, Statement of Work, which was attached to the original Contract, is superseded and replaced by Attachment A-1, Revised Statement of Work, which is attached to this Amendment and incorporated into the original Contract by this reference. All references to “Attachment A, Statement of Work” in the original Contract, and in any amendments thereto, are amended to read: “Attachment A-1, Revised Statement of Work”.

6. **Amended Responsibilities of the Agency.**

Responsibilities of the Agency have not changed.

7. **Special Provisions.**

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Contract, and any previous amendments, between the Agency and the Subrecipient, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
- B. **Counterparts.** This Amendment 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 Amendment. Delivery by the Subrecipient of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency. The Subrecipient's failure to deliver, either personally or via US Mail, postage prepaid, the originally signed counterpart to the Agency within five (5) business days shall be considered a material breach and may result in immediate termination of the original Contract by the Agency.

8. **General Provisions.**

- A. **Entirety of Contract.** The original Contract, consisting of eleven (11) pages; Attachment A, Statement of Work, consisting of eleven (11) pages; this Amendment One, consisting of three (3) pages; and Attachment A-1, Revised Statement of Work, consisting of eleven (11) pages, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

AGENCY:

Wyoming Department of Health, Public Health Division

Stefan Johansson, Director

Date

Stephanie Pyle, MBA
Senior Administrator, Public Health Division

Date

SUBRECIPIENT:

Campbell County

Chairman, Campbell County Board of Commissioners

Date

CAMPBELL COUNTY ATTORNEY: APPROVAL AS TO FORM

Campbell County Attorney

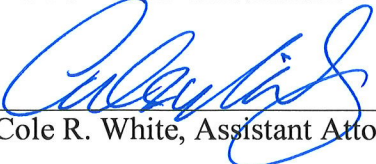
Date

COUNTY CLERK'S ATTESTATION:

Campbell County Clerk

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 # 230320

Cole R. White, Assistant Attorney General

04-18-2023

Date

General Description

The parties to the Contract are the Wyoming Department of Health, Public Health Division (Agency) and Campbell County (Subrecipient). This Revised Statement of Work (SOW) pertains to and is managed by the Public Health Preparedness and Response Unit (PHPR). This document is an SOW to identify and describe deliverables and payment structure for the development of public health emergency preparedness and response capability in the jurisdiction through the implementation of the Centers for Disease Control and Prevention (CDC) Public Health Preparedness Capabilities. Deliverables have been developed from the CDC *Public Health Emergency Preparedness and Response Capabilities – October 2018* document and the PHEP *Operational Readiness Review Guidance – February 2022* (PHEP ORR) dated February, 2022, which are incorporated into the Contract by this reference.

The requirements articulated in this Revised SOW represent known preparedness requirements articulated by CDC and PHPR. The Agency retains the right to change the deliverables as outlined below upon execution of a contract amendment under Section 8.A of the Contract, based on any additional requirements or information that may come from the CDC. Additional requirements or changes will be articulated to the Subrecipient as soon as possible, once PHPR receives this information. Failure to meet these requirements and show progress in all requirements may affect future funding for the Agency, and in turn, preparedness and response funding for the Subrecipient. Deliverables must be completed by the due date; payments will only be made once all deliverables are met for the prior quarter. PHPR staff is available to facilitate planning activities and provide technical assistance.

The Subrecipient's Public Health Response Coordinator (PHRC) is typically assigned the responsibility of addressing the deliverables listed below. However, the Subrecipient is responsible for meeting these requirements whether the Subrecipient has identified a PHRC or not.

Payment

- A. The source of funds for this Contract is via a Cooperative Agreement from the Centers for Disease Control and Prevention Catalog of Federal Domestic Assistance (CFDA) No. 93.069, in the amount of one hundred twelve thousand dollars (\$112,000.00).

The Agency agrees to pay the Subrecipient for the services described in this SOW. For the Period of Performance, total payment under this Contract shall not exceed one hundred twelve thousand dollars (\$112,000.00).

- B. Subrecipient must match ten percent (10%) of total federal funding awarded to the Subrecipient. Match may be provided directly or through donations from public or private entities and may be in cash or in kind, fairly evaluated, including plant, equipment, or services. Amounts provided by the federal government or services assisted or subsidized to any significant extent by the federal government may not be included in determining the amount of such non-federal contributions.

C. Restrictions on funding are:

- a. Subrecipient may not use funds for research.
- b. Subrecipient may not use funds for clinical care except as allowed by law.
- c. Subrecipient may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- d. Generally, Subrecipient may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- e. Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient.
- f. Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - i. publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - ii. the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body

D. General restrictions:

- a. Subrecipient may supplement but not supplant existing state or federal funds for activities described in the budget.
- b. Payment or reimbursement of backfilling costs for staff is not allowed.
- c. None of the funds awarded to these programs may be used to pay the salary of an individual at a rate in excess of Executive Level II or \$189,600.00 per year.
- d. Funds may not be used to purchase or support (feed) animals for labs, including mice.
- e. Funds may not be used to purchase a house or other living quarters for those under quarantine. Rental may be allowed with approval from the CDC Office of Grants Services (OGS).
- f. Subrecipient may (with prior approval) use funds for overtime for individuals directly associated (listed in personnel costs) with the award with prior approval from CDC OGS.

E. All expenditures must support and relate to this SOW.

- F. Subrecipient cannot use funds for bonuses or incentives.
- G. A PHRC hired during this Contract will be reimbursed at an amount not to exceed twenty-seven dollars (\$27.00) per hour and benefits not to exceed forty percent (40%) of the salary without prior approval from the PHPR Manager.
- H. Current PHRC salary will be reimbursed at the rate approved by PHPR Manager in 2022 - 2023 budget discussions.
- I. During a federal or state declared emergency, Subrecipient will provide dispensing of Personal Protective Equipment (PPE), medical countermeasures, or vaccines in a manner which will be determined at the time of delivery.

Timeline and Deliverables

The following table shows specific tasks, milestones, completion dates, and estimated payments. The Deliverables Guidance Matrix for July 1, 2022 through June 30, 2023 will be distributed to Subrecipient prior to July 1, 2022. All required deliverable documentation must be submitted to the PHPR established folders on the Contract Reporting Tool (CRT), including invoices for reimbursement, Public Health Nursing Informatics (PHNI) report, and quarterly match summary. Agency will provide a naming convention for posting required documentation to receive credit for the deliverables.

Recurring deliverables to be completed once per quarter:

Domain 1: Strengthen Community Resilience (Capabilities 1 and 2)

1. Support assessment of at-risk populations as necessary, which could include validating data, surveying the jurisdiction community, or fully participating in a state-led at-risk workgroup.
2. Distribute Healthcare Preparedness Program training announcements to Healthcare Coalitions (HCC), hospitals, and other healthcare stakeholders.
3. Include those with access and functional needs (AFN), and groups who work on their behalf including the HCC in preparedness planning, training, exercises, and responses to public health emergencies.
4. Collaborate with local partners and stakeholders to include those who represent AFN populations to identify how communications will be conducted prior to, during, and following an incident or event.

Domain 2: Strengthen Incident Management (Capability 3)

1. New PHRCs, Public Health Nurse Managers (PHNM) and health department directors (HDD) will attend CRT and fiscal training within thirty (30) days of hire.
2. Submit the quarterly match summary by completing the match spreadsheet on the Contract Reporting Tool (CRT). Submit supporting documentation (either from Public Health Nursing Informatics (PHNI) system if PHPR time is tracked or another method if the Subrecipient does not use PHNI to track PHPR support) and upload to CRT. Due

dates are as follows: Q1 due October 31, 2022; Q2 due January 31, 2023; Q3 due April 30, 2023; and Q4 due July 31, 2023.

3. Attend monthly joint PHRC and PHPR calls. If the PHRC cannot attend, another person from that jurisdiction must attend.
4. PHNMs and HDDs or designee are to meet with PHRC quarterly to review progress, review deliverables, and complete the progress report. Submit a progress report to the CRT after PHNM or HDD review and approval.
5. Archive all plans and critical documentation to a Google drive established by PHPR for continuity of operations.

Domain 3: Strengthen Information Management (Capabilities 4 and 6)

1. Review, update, and validate quarterly all alerting and notification groups and members, including public health staff who are part of the incident command system.
2. Review, update, maintain lists of local physicians, hospital personnel, nurses and other partners in collaboration with PHPR for inclusion in Wyoming Alert and Response Network (WARN) public health alerts.
3. Review and update public health after-hours contact information quarterly or as changes occur.
4. Participate in one (1) WyoLink statewide radio drill each month.
5. Update list of local media contacts, Public Information Officer (PIO), and social media contacts quarterly or as it changes.

Domain 4: Strengthen Countermeasures and Mitigation (Capabilities 8, 9, 11, and 14)

1. Manage and maintain a stockpile of PPE and respirators for their respective jurisdiction that meets or exceeds 2014 PHN PPE Guide. Stockpile will be based on current and potential threats. Order from the state warehouse throughout the year to assist with stock rotation.
2. Update and submit a PPE inventory list quarterly via the CRT or EMSupply. During a response, submit the inventory list monthly or as requested.

Domain 5: Strengthen Surge Management (Capabilities 5, 7, 10, and 15)

1. Report antiviral, antibiotic, and vaccine inventory for PHEP ORR requirements or to meet real world response activities.

Description	Months	Cost	Date
Quarter 1 requirements due no later than September 30, 2022.	Three (3)	Estimated costs for all deliverables listed is one quarter (1/4) of Contract total.	Upon submission of monthly invoices
Domain 1: Strengthen Community Resilience (Capabilities 1 and 2)			

1. Complete an updated Jurisdictional Risk Assessment (JRA). The Threat and Hazard Identification and Risk Assessment (THIRA) conducted with your emergency manager will be used to satisfy the JRA requirement.
2. PHRC (or local designee) will attend the in-person Face2Face meetings as scheduled.
3. Provide roster and job action sheets of primary and backup individuals who will serve as incident commander or manager and other key roles within jurisdictional public health incident management structure (general and command staff roles).

Domain 2: Strengthen Incident Management (Capability 3)

1. Complete CRT training prior to September 15, 2022 requirement for PHRCs, PHNMs, and HDDs or designee.
2. Update Administrative preparedness plan or similar documents that describe fiscal and administrative authorities and practices that govern funding, emergency funding plans, how emergency supplemental funds are timely processed procurement, contracting, hiring, and legal capabilities necessary to mitigate, respond to, and recover from public health emergencies can be accelerated, modified, streamlined, and accountably managed at all levels of government. Provide evidence that contingencies for maintaining essential public health services include provisions for personnel, maintaining vital records and databases operations, obtaining necessary supplies and equipment and evidence of a location or process to identify a location that can be used to carry out essential functions.

Domain 3: Strengthen Information Management (Capabilities 4 and 6)

1. Review current demographic data and post a list of languages spoken in SubSubrecipients jurisdiction on CRT.

Domain 4: Strengthen Countermeasures and Mitigation (Capabilities 8, 9, 11, and 14)

1. Implement inventory management system (EMSupply).

Domain 5: Strengthen Surge Management (Capabilities 5, 7, 10, and 15)

1. Provide evidence of recruitment and screening in collaboration with the Emergency System for Advanced Registration of Volunteer Health Professionals (ESAR-VHP, Medical Reserve Corps (MRC), National Volunteer Organizations Active in Disasters (NVOAD) /Wyoming Volunteer Organizations Active in Disasters (WYVOAD), American Red Cross, Radiation Response Volunteer Corps (RRVC), community emergency response teams (CERT), or other jurisdictional nongovernmental or community service organizations.

Quarter 2 requirements due no later than December 31, 2022.	Three (3)	Estimated costs for all deliverables listed is one quarter (1/4) of Contract total.	Upon submission of monthly invoices
Domain 3: Strengthen Information Management (Capabilities 4 and 6)			

1. Develop and maintain a documented process for the cycle of maintenance and testing of primary and secondary communication platforms every six (6) months.
2. Update list of current spokesperson, local media contacts, and public information officer quarterly or as it changes.
3. Develop and disseminate at least two (2) culturally appropriate situational awareness and education messages (press release templates, flyers, brochures, videos or other public information) for each language spoken in the jurisdiction based on demographic data.

Domain 4: Strengthen Countermeasures and Mitigation (Capabilities 8, 9, 11, and 14)

1. Conduct medical countermeasure (MCM) dispensing (antivirals) or vaccination activities as required to improve planning, readiness and staff training levels.
2. Participate in pre-ORR face to face or virtual meeting to assess program readiness and ability to meet PHEP ORR “established” status before CDC deadline of June 30, 2024.

Domain 5: Strengthen Surge Management (Capabilities 5, 7, 10, and 15)

1. Document the process to identify potential types and number of volunteers, including any surge needs, based on the top 5 risks identified in the THIRA.
2. Identify three (3) public health, emergency operations center, or emergency management staff to have access to the EMResource. One (1) of the three (3) public health staff identified will be the PHNM or HDD.
3. Review, update, and address gaps in Subrecipient medical sheltering (MS) wrap-around services worksheets for each MS site in Subrecipient’s jurisdiction and post current version to the CRT.

Domain 6: Biosurveillance (Capabilities 12 and 13)

1. Review the Agency’s Emergency Notification Line training webinar prior to November 1, 2022.
2. Conduct a white powder notification drill with the Agency’s Emergency Notification Line during the week of November 14-18, 2022.

Quarter 3 requirements due no later than March 31, 2023.	Three (3)	Estimated costs for all deliverables listed is one quarter (1/4) of Contract total.	Upon submission of monthly invoices
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Domain 2: Strengthen Incident Management (Capability 3)

1. If conducted, local and tribal PHRC's must participate in the jurisdiction Integrated Preparedness Planning Workshop (IPPW) and develop an Integration Preparedness Plan (IPP).
2. Review preparedness plan and update as needed to show evidence of the following: Criteria for Emergency Operations Center (EOC) activation and demobilization, operations during all phases of the response, staffing criteria, pre-event indicators, who

is authorized to activate the EOC, notification procedures, levels of activation, staffing roles, demobilization, document any statutes or authority that governs public health activations to support a public health or the process for public health activation.

3. Submit asset inventory no later than March 31, 2023. Provide updated inventory reports for single items costing five hundred dollars (\$500) or more.

Domain 3: Strengthen Information Management (Capabilities 4 and 6)

1. Document compliance with SAFECOM Guidance on Emergency Communications Grants- Fiscal Year 2021 which is incorporated into the Contract by this reference.
2. Submit a Crisis and Emergency Risk Communications (ERC) or Communications plan, Standard Operating Guide (SOG), or Standard Operating Procedure (SOP). Plan must include: PIO, Deputy PIO, Job action sheets, JIC operations, message development/templates, dissemination procedures (including 24/7 operations), and AFN considerations.

Domain 4: Strengthen Countermeasures and Mitigation (Capabilities 8, 9, 11, and 14)

1. Maintain PHPR owned PortaCount equipment by appropriately storing, transporting, and ensuring annual calibration and necessary repairs are completed with TSI Incorporated
2. Combine the following drills: Site Activation Drill and Facility Set up Drill of POD or dispensing vaccination clinics (DVC) site. Use an After Action Report (AAR) to report the combined drills and at least two areas for improvement and lessons learned must be reported.
3. Review, and update, all jurisdictional public health plans that have an MCM or vaccine distribution and dispensing component using the latest PHEP ORR guidance. The following jurisdiction plans will be reviewed and updated accordingly:
 - a. Medical Countermeasures Plan
 - b. Emergency Operations Plan (public health)
 - c. Emergency Support Function #8
 - d. Pandemic Influenza Response Plan
 - e. Communications Plan
 - f. Crisis and Emergency Risk Communications Plan
 - g. Non-Pharmaceutical Interventions Plan
 - h. Continuity of Operations Plan
 - i. Security Plan (related to PODS, Local Distribution Sites (LDS) and Regional Distribution Sites (RDS))

Domain 5: Strengthen Surge Management (Capabilities 5, 7, 10, and 15)

1. Provide written agreements, such as contracts or MOUs, established with jurisdictional or regional volunteer sources to address potential public health responses.
2. Develop and maintain procedures for information exchange between public health and medical sectors to include: operational status, staffing levels, bed status, medical services status, and patient census using EMResource.

Quarter 4 requirements due no later than June 30, 2023	Three (3)	Estimated costs for all deliverables listed is one quarter (1/4) of Contract total.	Upon submission of monthly invoices
Domain 1: Strengthen Community Resilience (Capabilities 1 and 2) 1. Coordinate with whole community partners (listed in PHPR capabilities and to include mental/behavioral health providers) by including each in planning meetings and by sharing plans with each to solicit needs and feedback. 2. PHRC (or local designee) will attend the in-person Face2Face meeting as scheduled. 3. Conduct an Administrative Preparedness Tabletop Exercise (TTX) or incorporate all elements of this exercise into an AAR/IP for exercise, incident, COVID-19 AAR, or event. Domain 3: Strengthen Information Management (Capabilities 4 and 6) 1. Ensure all Public Health PIOs complete a public information training course every five (5) years. Domain 4: Strengthen Countermeasures and Mitigation (Capabilities 8, 9, 11, and 14) 1. Conduct N95 fit testing for all staff assigned an N95 respirator, assist with, and verify the responder has received annual training. Note: N95 fit testing must be conducted for all staff including those assigned a Powered Air Purifying Respirator (PAPR) unless decided otherwise by the licensed medical provider who completed the medical evaluation. 2. Ensure critical workforce support is addressed within applicable plans including the Medical Countermeasures Plan. 3. Begin exercise planning for RDS and LDS activation and Facility Set Up drills to be conducted in BP5. Provide documentation of the exercise planning meetings. 4. Collaborate with other PHRCs, HPP, HCCs, and other partners to further refine Responder Safety and Health guidelines, to include lessons learned from the COVID-19 response. 5. Review, maintain, and adhere to the Subrecipient's Respiratory Protection Program (RPP) for appropriate public health staff; participate in plan update. 6. Utilize PHEP ORR guidance to conduct necessary exercises and drills to validate plans containing a MCM component for a category A agent release or emerging infectious disease incident. 7. Ensure storage and distribution centers have adequate warehousing capacity and capability for all hazards responses. 8. Participate in an PHEP ORR assessment by PHPR. Each Subrecipient can expect a four (4) hour visit, either in person or virtually. This visit will determine if the jurisdiction meets the "established" status per the PHEP ORR guidance.			

Domain 5: Strengthen Surge Management (Capabilities 5, 7, 10, and 15)

1. Review, update, or develop a volunteer management plan.
2. Participate in sharing volunteer management, best practices, and response resources on the CRT - Local Jurisdictions Volunteer Best Practice Share Folder.
3. Develop local jurisdiction level Family Reunification Plan based on state plan or collaborate with ESF #8 partners to update local plans with necessary family reunification elements.
4. Develop congregate locations plan with emphasis on AFN population support in congregate locations..
5. Review and update shelter surveillance forms to ensure inclusion of AFN and mental and behavioral health survey questions.

Annual requirements due no later than June 30, 2023

It is highly recommended that these activities be completed early in the Contract period.

1. Participate in no less than two (2) Essential Elements of Information (EEI) drills (or COVID-19 Response related EEI requests) to ensure the ability to rapidly share and exchange information with key partners. One (1) drill before December 31, 2022 and the other before June 20, 2023.
2. Include PIO, deputy PIO and HCCs in all situational awareness, information sharing, training, drills, and exercises.
3. Participate in performance measurement data collection activities.
4. Conduct a Continuity of Operations (COOP) TTX or incorporate all elements of this exercise into an AAR/IP for exercise, incident, COVID-19 AAR, or event.
5. Respond to at least two (2) PPHR conducted drills of after-hours phone numbers during this contract term. Contact must be made with PHN staff.
6. Conduct three (3) immediate no-notice Staff Notification and Assembly Drills (SNA); assembling at a minimum of the six key incident command roles in 60 minutes or less. The three (3) types of assembly drills that must be conducted are physical, virtual, and combination of both physical/virtual.
7. Conduct an annual public health and medical preparedness exercise that specifically addresses the needs of AFN populations. This exercise should also include communication efforts to these populations.
8. Provide additional documentation as requested for verification of deliverables.
9. Participate in and complete all requirements of the PPHR compliance visit.
 - a. Onsite: eight (8) onsite local jurisdictions are Natrona, Converse, Niobrara, Carbon, Albany, Platte, Goshen, and Laramie counties. If onsite visits are not possible, jurisdictions will complete a desk audit with the compliance coordinator.
 - b. Virtual Site Visit: local jurisdictions not receiving onsite compliance visits will be scheduled by the compliance coordinator for a virtual site visit..

10. Upload quarterly drill data collection sheets and copies of all AAR/IP files to the CRT. AARs/IPS must be completed and submitted within 120 days after every tabletop (TTX), functional exercise (FE), full-scale exercise (FSE), or incident involving public health.
11. In collaboration with local partners review operations and security needs at the following:
 1. LDS
 2. RDS
 3. PODS
12. PHRC, PHNM or HDD hired during the Contract period will attend WARN training within thirty (30) days of hire.
13. Continue development of Incident Command System (ICS) capabilities through training, drills, and exercises to better equip the team for activating, operating, and managing a public health emergency that includes pandemic influenza and anthrax response to include staffing the public health emergency operations center. Provide documentation of public health staff trained in ICS to the CRT.
14. Provide roster and job actions sheets of primary and backup individuals who will serve as incident commander or manager and other key roles within jurisdictional public health incident management structure (general and command staff roles).
15. Track and report the number of times a year that the Subrecipient EOC is activated (partial or full activation) when public health is involved.
16. Using lessons learned from the COVID-19 response review, update, and train the mobilization and demobilization plans with a focus on vaccination clinics and MCM PODS.
17. PHPR will conduct a PHPR-PHRC meeting that requires all 23 PHRCs and both tribes to attend. The meeting will cover annual guidance, budget, deliverables, and reporting requirements.
18. Compose, update, and maintain all mandatory policies including but not limited to:
 - a. nepotism policy
 - b. travel policy
 - c. discrimination policy
 - d. drug-free workplace policy
 - e. conflict of interest policy
 - f. whistleblower policy

Training requirements due no later than June 30, 2023

It is highly recommended that these activities be completed early in the Contract period.

1. Prior to registering for courses at Emergency Management Institute of the United States Federal Emergency Management Agency (EMI) (Emmitsburg), Center for Domestic Preparedness (CDP) (Anniston), or other out of state locations approval must be obtained through the PHPR Training Coordinator (Jim Smith).

2. Attend the SNS course at the Center for Domestic Preparedness, Anniston, AL by June 30, 2023, if available, within one (1) year of hire or if not completed in the last five (5) years.
3. Subrecipient must have a PIO and deputy PIO designated and trained in at least the following:
 4. G290 Basic Public Information Officer,
 5. G291 Joint Information System/Joint Information Center Planning, Social Media Training - <https://ndptc.hawaii.edu/training/> Select one of the following:
 6. Social Media Platforms for Disaster Management - PER 304
 7. Social Media Engagement Strategies - PER 343
 8. Social Media Tools and Techniques - PER 344
9. PHRC or identified public health volunteer managers must complete the following training every five (5) years: IS-244 Developing and Managing Volunteers, Cultural Competence, Volunteer Reception Center, Spontaneous Volunteer Management, and other training as requested.
10. All PHRCs will complete HHS/ASPR Access and Functional Needs Web-Based Training https://www.train.org/illinois/admin/portal_compliance. Upon completion of the course go to this page and complete the required information: <https://www.phe.gov/ASPRBlog/pages/BlogArticlePage.aspx?PostID=337>.
11. Attend all calls, webinars, scheduled, or assigned self-paced and independent studies throughout the year that address areas for improvement and identified training needs.

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**CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION
AND
CAMPBELL COUNTY**

1. **Parties.** The parties to this Contract are Wyoming Department of Health, Public Health Division (Agency), whose address is: 122 West 25th Street, 3rd Floor West, Cheyenne, Wyoming 82002, and Campbell County (Subrecipient), whose address is: 2301 South 4J Road, Gillette, Wyoming 82717. This Contract concerns the Public Health Preparedness and Response Unit.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Subrecipient shall develop public health emergency preparedness and response capability in the jurisdiction through implementation of the Centers for Disease Control and Prevention Public Health Preparedness Capabilities.
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, 2022 or Effective Date, whichever is later, through June 30, 2023. All services shall be completed during this term. All activities and services must be completed during this term.

This Contract may be extended twice by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.

4. **Payment.**
 - A. The Agency agrees to pay the Subrecipient for the services described in Attachment A, Public Health Preparedness and Response Statement of Work, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed one hundred thousand dollars (\$100,000.00). Payment shall be made in accordance with Attachment A and within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices by the end of the month following expenses incurred 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 the Agency.
 - C. When the Contractor is working at a location requiring an overnight stay, the Contractor shall be reimbursed at the rates set out in Wyo. Stats. §§ 9-3-102 and 9-3-103.
5. **Responsibilities of Subrecipient.** The Subrecipient agrees to:

- A. Provide the services described in Attachment A; and
- B. Abide by the terms of: the SAFECOM Guidance on Emergency Communications Grants - Fiscal Year 2021; Centers for Disease Control and Prevention (CDC) Public Health Emergency Preparedness and Response Capabilities: National Standards for State, Local, Tribal, and Territorial Public Health; and Public Health Emergency Preparedness Operational Readiness Review Guidance (PHEP ORR), all of which are incorporated into this agreement by this reference.

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

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

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.
- 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 eleven (11) pages; and Attachment A, Public Health Preparedness and Response Statement of Work, consisting of eleven (11) pages, represent the entire and integrated Contract between the parties and supersedes 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. Any extension of this Contract shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Contract or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Contract.
- 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. § 9-2-3204(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 should 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 a "occurrence" policy, the information provided shall include, but it 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) \$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 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 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 requirements 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 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) \$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.

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.

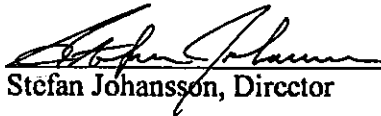
- V. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses 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. 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.

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

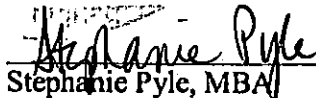
The Effective Date of this Contract is the date of the signature last affixed to this page.

AGENCY:

Wyoming Department of Health, Public Health Division


Stefan Johansson, Director

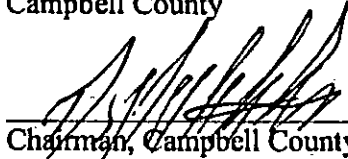
7/22/22
Date


Stephanie Pyle, MBA
Senior Administrator, Public Health Division

7-19-22
Date

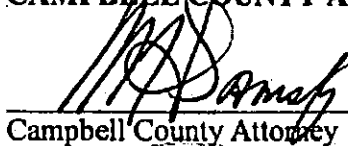
SUBRECIPIENT:

Campbell County


Chairman, Campbell County Board of Commissioners

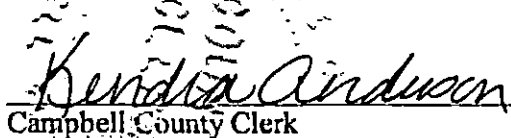
7-6-22
Date

CAMPBELL COUNTY ATTORNEY: APPROVAL AS TO FORM


Campbell County Attorney

6/27/22
Date

COUNTY CLERK'S ATTESTATION:


Campbell County Clerk

6/27/2022
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM


Cole R. White, Assistant Attorney General

6-1-22
Date

General Description

The parties to the Contract are the Wyoming Department of Health, Public Health Division (Agency) and Campbell County (Subrecipient). This Statement of Work (SOW) pertains to and is managed by the Public Health Preparedness and Response Unit (PHPR). This document is an SOW to identify and describe deliverables and payment structure for the development of public health emergency preparedness and response capability in the jurisdiction through the implementation of the Centers for Disease Control and Prevention Public Health Preparedness Capabilities. Deliverables have been developed from the Centers for Disease Control and Prevention (CDC) *Public Health Emergency Preparedness and Response Capabilities – October 2018* document and the *PHEP Operational Readiness Review Guidance – February 2022* (PHEP ORR) dated February, 2022, which are incorporated into the Contract by this reference.

The requirements articulated in this SOW represent known preparedness requirements articulated by CDC and PHPR. The Agency retains the right to change the deliverables as outlined below upon execution of a contract amendment under Section 8.A of the Contract, based on any additional requirements or information that may come from the CDC. Additional requirements or changes will be articulated to the Subrecipient as soon as possible, once PHPR receives this information. Failure to meet these requirements and show progress in all requirements may affect future funding for the Agency, and in turn, preparedness and response funding for the Subrecipient. Deliverables must be completed by the due date; payments will only be made once all deliverables are met for the prior quarter. PHPR staff is available to facilitate planning activities and provide technical assistance.

The Subrecipient's Public Health Response Coordinator (PHRC) is typically assigned the responsibility of addressing the deliverables listed below. However, the Subrecipient is responsible for meeting these requirements whether the Subrecipient has identified a PHRC or not.

Payment

- A. The source of funds for this Contract is via a Cooperative Agreement from the Centers for Disease Control and Prevention Catalog of Federal Domestic Assistance (CFDA) No. 93.069, in the amount of one hundred thousand dollars (\$100,000.00).

The Agency agrees to pay the Contractor for the services described in this SOW. For the Period of Performance, total payment under this Contract shall not exceed one hundred thousand dollars (\$100,000.00).

- B. Subrecipient must match ten percent (10%) of total federal funding awarded to the Subrecipient. Match may be provided directly or through donations from public or private entities and may be in cash or in kind, fairly evaluated, including plant, equipment, or services. Amounts provided by the federal government or services assisted or subsidized to any significant extent by the federal government may not be included in determining the amount of such non-federal contributions.

C. Restrictions on funding are:

- a. Subrecipients may not use funds for research.
- b. Subrecipients may not use funds for clinical care except as allowed by law.
- c. Subrecipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- d. Generally, Subrecipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- e. Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient.
- f. Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - i. publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - ii. the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body

D. General restrictions:

- a. Subrecipients may supplement but not supplant existing state or federal funds for activities described in the budget.
- b. Payment or reimbursement of backfilling costs for staff is not allowed.
- c. None of the funds awarded to these programs may be used to pay the salary of an individual at a rate in excess of Executive Level II or \$189,600 per year.
- d. Funds may not be used to purchase or support (feed) animals for labs, including mice.
- e. Funds may not be used to purchase a house or other living quarters for those under quarantine. Rental may be allowed with approval from the CDC Office of Grants Services.
- f. Subrecipients may (with prior approval) use funds for overtime for individuals directly associated (listed in personnel costs) with the award with prior approval from CDC OGS.

E. All expenditures must support and relate to this SOW.

- F. Subrecipient cannot use funds for bonuses or incentives.
- G. A PHRC hired during this Contract will be reimbursed at an amount not to exceed twenty-seven dollars (\$27.00) per hour and benefits not to exceed forty percent (40%) of the salary without prior approval from the PHPR Manager.
- H. Current PHRC salary will be reimbursed at the rate approved by PHPR Manager in 2022 - 2023 budget discussions.
- I. During a federal or state declared emergency, Subrecipient will provide dispensing of Personal Protective Equipment (PPE), medical countermeasures, or vaccines in a manner which will be determined at the time of delivery.

Timeline and Deliverables

The following table shows specific tasks, milestones, completion dates, and estimated payments. The Deliverables Guidance Matrix for July 1, 2022 through June 30, 2023 will be distributed to Subrecipient prior to July 1, 2022. All required deliverable documentation must be submitted to the PHPR established folders on the Contract Reporting Tool (CRT), including invoices for reimbursement, Public Health Nursing Informatics (PHNI) report, and quarterly match summary. Agency will provide a naming convention for posting required documentation to receive credit for the deliverables.

Recurring deliverables to be completed once per quarter:

Domain 1: Strengthen Community Resilience (Capabilities 1 and 2)

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| <ul style="list-style-type: none">1. Support assessment of at-risk populations as necessary, which could include validating data, surveying the jurisdiction community, or fully participating in a state-led at-risk workgroup.2. Distribute Healthcare Preparedness Program training announcements to Healthcare Coalitions (HCC), hospitals, and other healthcare stakeholders.3. Include those with access and functional needs (AFN), and groups who work on their behalf including the HCC in preparedness planning, training, exercises, and responses to public health emergencies.4. Collaborate with local partners and stakeholders to include those who represent AFN populations to identify how communications will be conducted prior to, during, and following an incident or event. |
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Domain 2: Strengthen Incident Management (Capability 3)
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| <ul style="list-style-type: none">1. New PHRCs, Public Health Nurse Managers (PHNM) and health department directors (HDD) will attend CRT and fiscal training within thirty (30) days of hire.2. Submit the quarterly match summary by completing the match spreadsheet on the Contract Reporting Tool (CRT). Submit supporting documentation (either from Public Health Nursing Informatics (PHNI) system if PHPR time is tracked or another method if the Subrecipient does not use PHNI to track PHPR support) and upload to CRT. Due |
|---|

dates are as follows: Q1 due October 31, 2022; Q2 due January 31, 2023; Q3 due April 30, 2023; and Q4 due July 31, 2023.

3. Attend monthly joint PHRC and PHPR calls. If the PHRC cannot attend, another person from that jurisdiction must attend.
4. PHNMs and HDDs or designee are to meet with PHRC quarterly to review progress, review deliverables, and complete the progress report. Submit a progress report to the CRT after PHNM or HDD review and approval.
5. Archive all plans and critical documentation to a Google drive established by PHPR for continuity of operations.

Domain 3: Strengthen Information Management (Capabilities 4 and 6)

1. Review, update, and validate quarterly all alerting and notification groups and members, including public health staff who are part of the incident command system.
2. Review, update, maintain lists of local physicians, hospital personnel, nurses and other partners in collaboration with PHPR for inclusion in Wyoming Alert and Response Network (WARN) public health alerts.
3. Review and update public health after-hours contact information quarterly or as changes occur.
4. Participate in one (1) WyoLink statewide radio drill each month.
5. Update list of local media contacts, Public Information Officer (PIO), and social media contacts quarterly or as it changes.

Domain 4: Strengthen Countermeasures and Mitigation (Capabilities 8, 9, 11, and 14)

1. Manage and maintain a stockpile of PPE and respirators for their respective jurisdiction that meets or exceeds 2014 PHN PPE Guide. Stockpile will be based on current and potential threats. Order from the state warehouse throughout the year to assist with stock rotation.
2. Update and submit a PPE inventory list quarterly via the CRT or EMSupply. During a response, submit the inventory list monthly or as requested.

Domain 5: Strengthen Surge Management (Capabilities 5, 7, 10, and 15)

1. Report antiviral, antibiotic, and vaccine inventory for PHEP ORR requirements or to meet real world response activities.

Description	Months	Cost	Date
Quarter 1 requirements due no later than September 30, 2022.	Three (3)	Estimated costs for all deliverables listed is one quarter (1/4) of Contract total.	Upon submission of monthly invoices
Domain 1: Strengthen Community Resilience (Capabilities 1 and 2)			

1. Complete an updated Jurisdictional Risk Assessment (JRA). The Threat and Hazard Identification and Risk Assessment (THIRA) conducted with your emergency manager will be used to satisfy the JRA requirement.
2. PHRC (or local designee) will attend the in-person Face2Face meetings as scheduled.
3. Provide roster and job action sheets of primary and backup individuals who will serve as incident commander or manager and other key roles within jurisdictional public health incident management structure (general and command staff roles).

Domain 2: Strengthen Incident Management (Capability 3)

1. Complete CRT training prior to September 15, 2022 requirement for PHRCs, PHNMs, and HDDs or designee.
2. Update Administrative preparedness plan or similar documents that describe fiscal and administrative authorities and practices that govern funding, emergency funding plans, how emergency supplemental funds are timely processed procurement, contracting, hiring, and legal capabilities necessary to mitigate, respond to, and recover from public health emergencies can be accelerated, modified, streamlined, and accountably managed at all levels of government. Provide evidence that contingencies for maintaining essential public health services include provisions for personnel, maintaining vital records and databases operations, obtaining necessary supplies and equipment and evidence of a location or process to identify a location that can be used to carry out essential functions.

Domain 3: Strengthen Information Management (Capabilities 4 and 6)

1. Review current demographic data and post a list of languages spoken in SubSubrecipients jurisdiction on CRT.

Domain 4: Strengthen Countermeasures and Mitigation (Capabilities 8, 9, 11, and 14)

1. Implement inventory management system (EMSupply).

Domain 5: Strengthen Surge Management (Capabilities 5, 7, 10, and 15)

1. Provide evidence of recruitment and screening in collaboration with the Emergency System for Advanced Registration of Volunteer Health Professionals (ESAR-VHP, Medical Reserve Corps (MRC), National Volunteer Organizations Active in Disasters (NVOAD) /Wyoming Volunteer Organizations Active in Disasters (WYVOAD), American Red Cross, Radiation Response Volunteer Corps (RRVC), community emergency response teams (CERT), or other jurisdictional nongovernmental or community service organizations.

Quarter 2 requirements due no later than December 31, 2022.	Three (3)	Estimated costs for all deliverables listed is one quarter (1/4) of Contract total.	Upon submission of monthly invoices
Domain 3: Strengthen Information Management (Capabilities 4 and 6)			

1. Develop and maintain a documented process for the cycle of maintenance and testing of primary and secondary communication platforms every six (6) months.
2. Update list of current spokesperson, local media contacts, and public information officer quarterly or as it changes.
3. Develop and disseminate at least two (2) culturally appropriate situational awareness and education messages (press release templates, flyers, brochures, videos or other public information) for each language spoken in the jurisdiction based on demographic data.

Domain 4: Strengthen Countermeasures and Mitigation (Capabilities 8, 9, 11, and 14)

1. Conduct medical countermeasure (MCM) dispensing (antivirals) or vaccination activities as required to improve planning, readiness and staff training levels.
2. Participate in pre-ORR face to face or virtual meeting to assess program readiness and ability to meet PHEP ORR “established” status before CDC deadline of June 30, 2024.

Domain 5: Strengthen Surge Management (Capabilities 5, 7, 10, and 15)

1. Document the process to identify potential types and number of volunteers, including any surge needs, based on the top 5 risks identified in the THIRA.
2. Identify three (3) public health, emergency operations center, or emergency management staff to have access to the EMResource. One (1) of the three (3) public health staff identified will be the PHNM or HDD.
3. Review, update, and address gaps in Subrecipient medical sheltering (MS) wrap-around services worksheets for each MS site in Subrecipient’s jurisdiction and post current version to the CRT.

Domain 6: Biosurveillance (Capabilities 12 and 13)

1. Review the Agency’s Emergency Notification Line training webinar prior to November 1, 2022.
2. Conduct a white powder notification drill with the Agency’s Emergency Notification Line during the week of November 14-18, 2022.

Quarter 3 requirements due no later than March 31, 2023.	Three (3)	Estimated costs for all deliverables listed is one quarter (1/4) of Contract total.	Upon submission of monthly invoices
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Domain 2: Strengthen Incident Management (Capability 3)

1. If conducted, local and tribal PHRC's must participate in the jurisdiction Integrated Preparedness Planning Workshop (IPPW) and develop an Integration Preparedness Plan (IPP).
2. Review preparedness plan and update as needed to show evidence of the following: Criteria for Emergency Operations Center (EOC) activation and demobilization, operations during all phases of the response, staffing criteria, pre-event indicators, who

is authorized to activate the EOC, notification procedures, levels of activation, staffing roles, demobilization, document any statutes or authority that governs public health activations to support a public health or the process for public health activation.

3. Submit asset inventory no later than March 31, 2023. Provide updated inventory reports for single items costing five hundred dollars (\$500) or more.

Domain 3: Strengthen Information Management (Capabilities 4 and 6)

1. Document compliance with SAFECOM Guidance on Emergency Communications Grants- Fiscal Year 2021 which is incorporated into the Contract by this reference.
2. Submit a Crisis and Emergency Risk Communications (ERC) or Communications plan, Standard Operating Guide (SOG), or Standard Operating Procedure (SOP). Plan must include: PIO, Deputy PIO, Job action sheets, JIC operations, message development/templates, dissemination procedures (including 24/7 operations), and AFN considerations.

Domain 4: Strengthen Countermeasures and Mitigation (Capabilities 8, 9, 11, and 14)

1. Maintain PHPR owned PortaCount equipment by appropriately storing, transporting, and ensuring annual calibration and necessary repairs are completed with TSI Incorporated
2. Combine the following drills: Site Activation Drill and Facility Set up Drill of POD or dispensing vaccination clinics (DVC) site. Use an After Action Report (AAR) to report the combined drills and at least two areas for improvement and lessons learned must be reported.
3. Review, and update, all jurisdictional public health plans that have an MCM or vaccine distribution and dispensing component using the latest PHEP ORR guidance. The following jurisdiction plans will be reviewed and updated accordingly:
 - a. Medical Countermeasures Plan
 - b. Emergency Operations Plan (public health)
 - c. Emergency Support Function #8
 - d. Pandemic Influenza Response Plan
 - e. Communications Plan
 - f. Crisis and Emergency Risk Communications Plan
 - g. Non-Pharmaceutical Interventions Plan
 - h. Continuity of Operations Plan
 - i. Security Plan (related to PODS, Local Distribution Sites (LDS) and Regional Distribution Sites (RDS))

Domain 5: Strengthen Surge Management (Capabilities 5, 7, 10, and 15)

1. Provide written agreements, such as contracts or MOUs, established with jurisdictional or regional volunteer sources to address potential public health responses.
2. Develop and maintain procedures for information exchange between public health and medical sectors to include: operational status, staffing levels, bed status, medical services status, and patient census using EMResource.

Quarter 4 requirements due no later than June 30, 2023	Three (3)	Estimated costs for all deliverables listed is one quarter (1/4) of Contract total.	Upon submission of monthly invoices
Domain 1: Strengthen Community Resilience (Capabilities 1 and 2) 1. Coordinate with whole community partners (listed in PHPR capabilities and to include mental/behavioral health providers) by including each in planning meetings and by sharing plans with each to solicit needs and feedback. 2. PHRC (or local designee) will attend the in-person Face2Face meeting as scheduled. 3. Conduct an Administrative Preparedness Tabletop Exercise (TTX) or incorporate all elements of this exercise into an AAR/IP for exercise, incident, COVID-19 AAR, or event. Domain 3: Strengthen Information Management (Capabilities 4 and 6) 1. Ensure all Public Health PIOs complete a public information training course every five (5) years. Domain 4: Strengthen Countermeasures and Mitigation (Capabilities 8, 9, 11, and 14) 1. Conduct N95 fit testing for all staff assigned an N95 respirator, assist with, and verify the responder has received annual training. Note: N95 fit testing must be conducted for all staff including those assigned a Powered Air Purifying Respirator (PAPR) unless decided otherwise by the licensed medical provider who completed the medical evaluation. 2. Ensure critical workforce support is addressed within applicable plans including the Medical Countermeasures Plan. 3. Begin exercise planning for RDS and LDS activation and Facility Set Up drills to be conducted in BP5. Provide documentation of the exercise planning meetings. 4. Collaborate with other PHRCs, HPP, HCCs, and other partners to further refine Responder Safety and Health guidelines, to include lessons learned from the COVID-19 response. 5. Review, maintain, and adhere to the Subrecipient's Respiratory Protection Program (RPP) for appropriate public health staff; participate in plan update. 6. Utilize PHEP ORR guidance to conduct necessary exercises and drills to validate plans containing a MCM component for a category A agent release or emerging infectious disease incident. 7. Ensure storage and distribution centers have adequate warehousing capacity and capability for all hazards responses. 8. Participate in an PHEP ORR assessment by PHPR. Each Subrecipient can expect a four (4) hour visit, either in person or virtually. This visit will determine if the jurisdiction meets the "established" status per the PHEP ORR guidance.			

Domain 5: Strengthen Surge Management (Capabilities 5, 7, 10, and 15)

1. Review, update, or develop a volunteer management plan.
2. Participate in sharing volunteer management, best practices, and response resources on the CRT - Local Jurisdictions Volunteer Best Practice Share Folder.
3. Develop local jurisdiction level Family Reunification Plan based on state plan or collaborate with ESF #8 partners to update local plans with necessary family reunification elements.
4. Develop congregate locations plan with emphasis on AFN population support in congregate locations..
5. Review and update shelter surveillance forms to ensure inclusion of AFN and mental and behavioral health survey questions.

Annual requirements due no later than June 30, 2023

It is highly recommended that these activities be completed early in the Contract period.

1. Participate in no less than two (2) Essential Elements of Information (EEI) drills (or COVID-19 Response related EEI requests) to ensure the ability to rapidly share and exchange information with key partners. One (1) drill before December 31, 2022 and the other before June 20, 2023.
2. Include PIO, deputy PIO and HCCs in all situational awareness, information sharing, training, drills, and exercises.
3. Participate in performance measurement data collection activities.
4. Conduct a Continuity of Operations (COOP) TTX or incorporate all elements of this exercise into an AAR/IP for exercise, incident, COVID-19 AAR, or event.
5. Respond to at least two (2) PPHR conducted drills of after-hours phone numbers during this contract term. Contact must be made with PHN staff.
6. Conduct three (3) immediate no-notice Staff Notification and Assembly Drills (SNA); assembling at a minimum of the six key incident command roles in 60 minutes or less. The three (3) types of assembly drills that must be conducted are physical, virtual, and combination of both physical/virtual.
7. Conduct an annual public health and medical preparedness exercise that specifically addresses the needs of AFN populations. This exercise should also include communication efforts to these populations.
8. Provide additional documentation as requested for verification of deliverables.
9. Participate in and complete all requirements of the PPHR compliance visit.
 - a. Onsite: eight (8) onsite local jurisdictions are Natrona, Converse, Niobrara, Carbon, Albany, Platte, Goshen, and Laramie counties. If onsite visits are not possible, jurisdictions will complete a desk audit with the compliance coordinator.
 - b. Virtual Site Visit: local jurisdictions not receiving onsite compliance visits will be scheduled by the compliance coordinator for a virtual site visit..

10. Upload quarterly drill data collection sheets and copies of all AAR/IP files to the CRT. AARs/IPS must be completed and submitted within 120 days after every tabletop (TTX), functional exercise (FE), full-scale exercise (FSE), or incident involving public health.
11. In collaboration with local partners review operations and security needs at the following:
 1. LDS
 2. RDS
 3. PODS
12. PHRC, PHNM or HDD hired during the Contract period will attend WARN training within thirty (30) days of hire.
13. Continue development of Incident Command System (ICS) capabilities through training, drills, and exercises to better equip the team for activating, operating, and managing a public health emergency that includes pandemic influenza and anthrax response to include staffing the public health emergency operations center. Provide documentation of public health staff trained in ICS to the CRT.
14. Provide roster and job actions sheets of primary and backup individuals who will serve as incident commander or manager and other key roles within jurisdictional public health incident management structure (general and command staff roles).
15. Track and report the number of times a year that the Subrecipient EOC is activated (partial or full activation) when public health is involved.
16. Using lessons learned from the COVID-19 response review, update, and train the mobilization and demobilization plans with a focus on vaccination clinics and MCM PODS.
17. PHPR will conduct a PHPR-PHRC meeting that requires all 23 PHRCs and both tribes to attend. The meeting will cover annual guidance, budget, deliverables, and reporting requirements.
18. Compose, update, and maintain all mandatory policies including but not limited to:
 - a. nepotism policy
 - b. travel policy
 - c. discrimination policy
 - d. drug-free workplace policy
 - e. conflict of interest policy
 - f. whistleblower policy

Training requirements due no later than June 30, 2023

It is highly recommended that these activities be completed early in the Contract period.

1. Prior to registering for courses at Emergency Management Institute of the United States Federal Emergency Management Agency (EMI) (Emmitsburg), Center for Domestic Preparedness (CDP) (Anniston), or other out of state locations approval must be obtained through the PHPR Training Coordinator (Jim Smith).

ATTACHMENT A
PUBLIC HEALTH PREPAREDNESS AND RESPONSE STATEMENT OF WORK

2. Attend the SNS course at the Center for Domestic Preparedness, Anniston, AL by June 30, 2023, if available, within one (1) year of hire or if not completed in the last five (5) years.
3. Subrecipient must have a PIO and deputy PIO designated and trained in at least the following:
4. G290 Basic Public Information Officer,
5. G291 Joint Information System/Joint Information Center Planning, Social Media Training - <https://ndptc.hawaii.edu/training/> Select one of the following:
6. Social Media Platforms for Disaster Management - PER 304
7. Social Media Engagement Strategies - PER 343
8. Social Media Tools and Techniques - PER 344
9. PHRC or identified public health volunteer managers must complete the following training every five (5) years: IS-244 Developing and Managing Volunteers, Cultural Competence, Volunteer Reception Center, Spontaneous Volunteer Management, and other training as requested.
10. All PHRCs will complete HHS/ASPR Access and Functional Needs Web-Based Training https://www.train.org/illinois/admin/portal_compliance. Upon completion of the course go to this page and complete the required information: <https://www.phe.gov/ASPRBlog/pages/BlogArticlePage.aspx?PostID=337>.
11. Attend all calls, webinars, scheduled, or assigned self-paced and independent studies throughout the year that address areas for improvement and identified training needs.

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**OFFICE**

500 S. Gillette Avenue, Suite 1100
Gillette, Wyoming 82716
(307) 682-7283
(307) 687-6325 FAX
www.campbellcountywy.gov

Denton Knapp
Executive Director of Administration

BOARD OF COMMISSIONERS

Colleen Faber, Chairman
Del Shelstad
Jim Ford
Butch Knutson
Kelley McCreery

April 28, 2023

Andrew Archuleta
State Director, Wyoming State Office
Bureau of Land Management
5353 Yellowstone Road
Cheyenne, WY 82009

RE: BLM Plan Amendments for the management of Greater Sage-Grouse Contractor Coordination

Director Archuleta:

Please be advised that Campbell County has elected to coordinate its participation with several other Wyoming Counties with the assistance of the Wyoming County Commissioners Association (WCCA). The Counties will utilize the WCCA's Natural Resource Counsel, Micah Christensen, and WCCA has contracted with DJ&A Consulting (DJ&A) and Dru Palmer of DRU Consulting, LLC to participate in the Plan Amendment Process for the management of Greater Sage-Grouse. Each contractor has submitted a disclosure to the Bureau of Land Management indicating they have no financial or other interests in the outcome of the project. Additionally, they have agreed to comply with the management of information clause under Section V.F. of the Memorandum of Understanding (MOU) between Campbell County and BLM. Please contact me should you have any questions at colleen.faber@campbellcountywy.gov.

Sincerely,

Colleen Faber
Chairman

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis & Board of Commissioners

FROM: Shelly Besel, Northeast Wyoming Regional Airport

DATE: April 19, 2023

SUBJECT: Budget Line-Item Transfer Request

JUSTIFICATION: Request transfer of funds from Supplies to Office Equip/Lease to ensure adequate funding in those accounts through the end of the fiscal year.

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
4/19/23	\$2880.00	100751.64000	General Supplies	100751.63040	Office Equip Lease

Department Head Signature: _____

V&M

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Shannon Ireland & Board of Commissioners

FROM: Emergency Management – David King

DATE: April 18, 2023

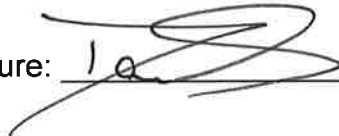
SUBJECT: Budget Line-Item Transfer Request

JUSTIFICATION:

To cover costs for staff and volunteer uniforms.

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
4/18/2023	\$259.52	100411-62450	EE Dev Meet Trav Meal Lodg	100411-64100	Clothing/Uniforms

Department Head Signature: _____

 *10/23*

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis & Board of Commissioners

FROM: Parks and Recreation

DATE: April 13, 2023

SUBJECT: Budget Line-Item Transfer Request (Project Ledger transfer when noted)

JUSTIFICATION:

Youth Soccer expenses have increased-Port-a-pots and player shirts.

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
April 13, 2023	\$350	100775-63420 770775-Adult-bballadul-progcost	Special Event/Prog Cost	100775-63420 770775-Youth-Soccer-progcost	Special Event/Prog Cost
April 13, 2023	\$780	100775-63420 770775-Youth-bballyth-progcost	Special Event/Prog Cost	100775-63420 770775-Youth-Soccer-progcost	Special Event/Prog Cost
April 13, 2023	\$150	100775-63420 770775-admin-tennis-progcost	Special Event/Prog Cost	100775-63420 770775-Youth-Soccer-progcost	Special Event/Prog Cost
April 13, 2023	\$1,050	100775-62450 770775-admin-empltran-mealslodg	EE DEV MEET TRAV MEAL LODG	100775-63420 770775-Youth-Soccer-progcost	Special Event/Prog Cost
April 13, 2023	\$370	100777-63420 770777-bballjh-progcost	Special Event/Prog Cost	100775-63420 770775-Youth-Soccer-progcost	Special Event/Prog Cost

Department Head Signature:

 *Van*

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis & Board of Commissioners

FROM: Parks and Recreation

DATE: 4/19/2023

SUBJECT: Budget Line-Item Transfer Request (Project Ledger transfer when noted)

JUSTIFICATION:

Transfer of funds needed to cover expenses for credit card handling fees.

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
4/19/23	\$2,225	100772-65080 770772-BUILDMAINT	Building Maintenance	100775-63260 770775-ADMIN-CCFEES	Credit Card Handling Fees
4/19/23	\$500	100772-63420 770772-CURLING-PROG COST	Special Event/Prog Cost	100775-63260 770775-ADMIN-CCFEES	Credit Card Handling Fees
4/19/23	\$600	100772-63420 770772-SPECEVENT-PROG COST	Special Event/Prog Cost	100775-63260 770775-ADMIN-CCFEES	Credit Card Handling Fees
4/19/23	\$500	100774-65080 770774-BUILDMAINT-LUMBER	Building Maintenance	100775-63260 770775-ADMIN-CCFEES	Credit Card Handling Fees
4/19/23	\$581	100775-62450 770775-EMPLTRAN-TRAVTRAN	EE Dev Meet, Trav Meal Lodg	100775-63260 770775-ADMIN-CCFEES	Credit Card Handling Fees

4/19/23	\$3,000	100775-65080 770775-BUILDMAINT- LIGHTMAINT	Building Maintenance	100775-63260 770775-ADMIN- CCFEES	Credit Card Handling Fees
4/19/23	\$1,650	100775-63240 770775-ADMIN- SALESTAX-TANNINGBED	Sales/Lodging/Property Tax	100775-63260 770775-ADMIN- CCFEES	Credit Card Handling Fees
4/19/23	\$414	100775-63240 770775-ADMIN- SALESTAX-SHOWCASE	Sales/Lodging/Property Tax	100775-63260 770775-ADMIN- CCFEES	Credit Card Handling Fees
4/19/23	\$30	100773-63240 770773-SALESTAX	Sales/Lodging/Property Tax	100775-63260 770775-ADMIN- CCFEES	Credit Card Handling Fees

Department Head Signature:

Commissioner Signature:

[Handwritten Signature] *18M*

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis & Board of Commissioners

FROM: Parks and Recreation

DATE: 4-25-2023

SUBJECT: Budget Line-Item Transfer Request (Project Ledger transfer when noted)

JUSTIFICATION: Unexpected building maintenance and increased rentals.

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
4/25/23	\$480.00	100778-65080 770778 BUILDMAINT-BUILDMAINT	BUILDING MAINTENANCE	100778-63420 770778-SECEVENT-PROGCOST	SPECIAL EVENT PROGRAM COST
4/25/23	\$127.00	100772-64100 770772 UNIFORMS	CLOTHING/UNIFORMS	100772-65080 770772 BUILDMAINT	BUILDING MAINTENANCE

Department Head Signature:  

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Grace Davis & Board of Commissioners

FROM: Terri Lesley

DATE: April 20, 2023

SUBJECT: Budget Line-Item Transfer Request

JUSTIFICATION: When a vacancy occurred, the library reduced a full time position to a part time position.

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
5/02/2023	\$34,245	100711.60005	Full Time-Regular	100711.60200	Part Time-Regular

Department Head Signature: _____

Commissioner Signature: _____

Terri L. Lesley VBM

BUDGET LINE-ITEM TRANSFER

TO: Shannon Ireland & Board of Commissioners

FROM: Sheriff Scott Matheny

DATE: 4/21/2023

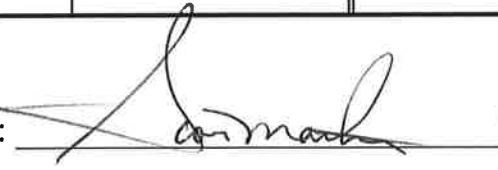
SUBJECT: Budget Line-Item Transfer Request

JUSTIFICATION: Increased cost for 3rd & 4th quarters for City Animal Shelter days.

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
4/21/2023	\$5,000.00	100052-64650	Food Service	100051-64775	Animal Control Supp/Exp

Department Head Signature: _____

Handwritten signature of Scott Matheny in black ink, written over a horizontal line.

Commissioner Signature: _____

BUDGET LINE-ITEM TRANSFER

TO: Shannon Ireland & Board of Commissioners

FROM: Sheriff Scott Matheny

DATE: 4/21/2023

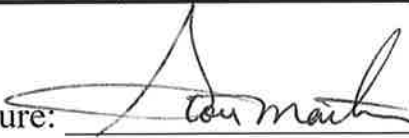
SUBJECT: Budget Line-Item Transfer Request

JUSTIFICATION: Increased cost for dues.

Please make the following Budget line-item transfers:

	Transfer From:			Transfer To:	
Date of Entry	Amount	Account #	Account Name	Account #	Account Name
4/21/2023	\$2,150.00	100052-64650	Food Service	100051-62200	Assn Dues, Fees & Licensure

Department Head Signature: _____

 VSM

Commissioner Signature: _____



OFFICE *of the* WYOMING STATE PUBLIC DEFENDER

ADMINISTRATION OFFICE

ROGERS BUILDING, 316 WEST 22ND STREET, CHEYENNE, WY 82002
PHONE: (307) 777-7519 | FAX: (307) 777-8742 | WEB: wyodefender.wyo.gov

Mark Gordon
GOVERNOR

Diane M. Lozano
STATE PUBLIC DEFENDER

Ryan R. Roden
DEPUTY STATE
PUBLIC DEFENDER

April 26, 2023

Commissioner Colleen Faber, Chairman
Campbell County Commissioner
Campbell County Courthouse
500 South Gillette Ave., Ste. 1100
Gillette, WY 82716

Dear Chairman Bell:

I am writing to notify you that the Office of the State Public Defender intends to hire David Holmes, as a Full Time Assistant Public Defender for the 6th Judicial District. I am notifying you pursuant to Wyoming Statutes §7-6-103(f), which reads:

The governor may appoint full or part-time assistant public defenders in each judicial district with the advice of the state public defender, the district judge of the district and the boards of county commissioners in the district. In appointing assistant public defenders the governor shall consider the recommendations submitted to him, the demand for legal services, the criminal case load statistics, the population, the geographical characteristics and any other relevant factors.

Mr. Holmes will share the criminal caseload with the other assistant public defenders in the 6th Judicial District. He may also be asked to assist with conflict cases or assignments in other Judicial Districts. Mr. Holmes is a 2022 graduate of the University Of Wyoming College Of Law, Laramie, WY. He was admitted to the Wyoming State Bar in 2023. His résumé is enclosed for your perusal.

Please submit any input that you may have about this pending appointment to me prior to May 11, 2023. Upon that date, I will present Mr. Holmes to Governor Gordon for appointment as an Assistant Public Defender. I will forward your input to the Governor at that time.

If you wish to reply by phone or otherwise discuss the appointment, please feel free to give me a call at 777-7519. Also, my email address is diane.lozano@wyo.gov. I am available at your convenience to discuss this appointment.

Thank you for your time and consideration.

Sincerely,



Diane M. Lozano
State Public Defender

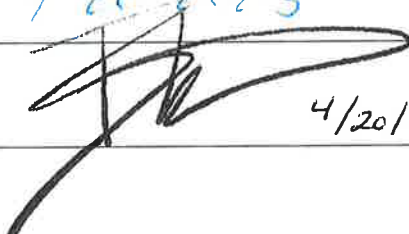
Enclosure
DML/gl

2023-042 Position Vacancy Justification

Department:	Children's Developmental Services		Date:	4/24/2023	
Position Title:	Early Interventionist				
Classification Grade:	108	Current Salary of Incumbent:	\$52,317.41		
Salary Range:	Min \$50,793.60	Mid \$64,532.00	Max \$78,270.40		
Justification for Hiring Position:	Filling existing budgeted position				
Termed Incumbent:					
Position Originated:					
Funding Source for Position:	County: NO	State: YES	Federal: YES	Other:	Explain Other:
Status Code:	Full-Time YES	Part-Time NO	Number of Annual Hours:		2080
Reason for Vacancy:	Replacement due to Termination: NO		Replacement due to Retirement: NO		New Position: NO
Existing Budgeted Position:	YES				
Benefit Eligible:	YES				
Department Head Signature & Date					
H.R. Resources Director Approval & Date					
Commissioner Approval & Date	4/27/2023				

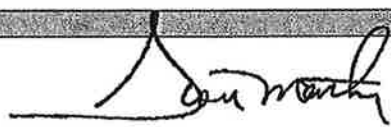
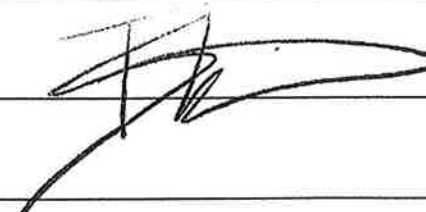


Position Vacancy Justification

Department:	Parks & Recreation		Date:	4/19/2023	
Position Title:	Senior Lifeguard				
Classification Grade:	105	Current Salary of Incumbent:	40,839.76		
Salary Range:	Min \$18.35	Mid \$23.31	Max \$28.27		
Justification for Hiring Position:	Senior lifeguard handles daily operation of pools including supervision of swimmers, part-time staff as well as opening & closing duties when management is unavailable.				
Termed Incumbent:					
Position Originated:	2010				
Funding Source for Position:	County: X	State:	Federal:	Other:	Explain Other:
Status Code:	Full-Time X	Part-Time	Number of Annual Hours:		2,080
Reason for Vacancy:	Replacement due to Termination: Resignation		Replacement due to Retirement:		New Position:
Existing Budgeted Position:	Yes				
Benefit Eligible:	Yes				
Department Head Signature & Date	 4-20-2023				
H.R. Resources Director Approval & Date	 4/20/2023				
Commissioner Approval & Date					

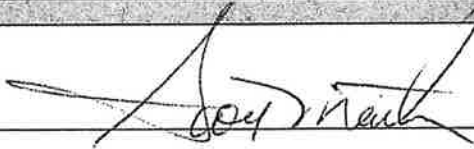
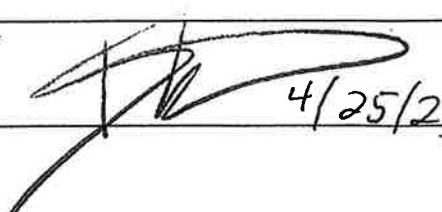
2023-040

Position Vacancy Justification

Department:	Sheriff's Office			Date:	04/21/2023
Position Title:	Detention Officer / Deputy Sheriff				
Classification Grade:	109	Current Salary of Incumbent:	\$28.48		
Salary Range:	Min \$26.62	Mid \$33.82	Max \$41.01		
Justification for Hiring Position:	Filling existing budgeted position.				
Termed Incumbent:	Deputy Sheriff (Resigned 4/20/23)				
Position Originated:	Budgeted Position for Fiscal Year 2022-2023				
Funding Source for Position:	County: Yes	State:	Federal:	Other:	Explain Other:
Status Code:	Full-Time Yes	Part-Time	Number of Annual Hours:		2,080
Reason for Vacancy:	Replacement due to Termination: Yes		Replacement due to Retirement:		New Position:
Existing Budgeted Position:	Yes				
Benefit Eligible:	Yes				
Department Head Signature & Date					4/21/2023
H.R. Resources Director Approval & Date					4/25/23
Commissioner Approval & Date					

20-23-041

Position Vacancy Justification

Department:	Sheriff's Office			Date:	04/21/2023
Position Title:	Communication Technician				
Classification Grade:	108	Current Salary of Incumbent:	\$26.39		
Salary Range:	Min \$24.42	Mid \$31.03	Max \$37.63		
Justification for Hiring Position:	Filling existing budgeted position.				
Termed Incumbent:	(Resignation 4/25/2023)				
Position Originated:	Budgeted Position for Fiscal Year 2022-2023				
Funding Source for Position:	County: Yes	State:	Federal:	Other:	Explain Other:
Status Code:	Full-Time Yes	Part-Time	Number of Annual Hours:		2,080
Reason for Vacancy:	Replacement due to Termination: YES		Replacement due to Retirement:		New Position:
Existing Budgeted Position:	Yes				
Benefit Eligible:	Yes				
Department Head Signature & Date					4/21/2023
H.R. Resources Director Approval & Date					4/25/23
Commissioner Approval & Date					

The following page(s) contain the backup material for Agenda Item: [9:05 National Day of Prayer Proclamation](#)

*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.

NATIONAL DAY OF PRAYER 2023

RESOLUTION NO. 3046

WHEREAS, the history of our nation is indelibly marked with the role that prayer has played in the lives of individual Americans and indeed the United States as a whole; and

WHEREAS, our greatest leaders have always turned to prayer in times of crisis; and

WHEREAS, we acknowledge that prayer is a profoundly personal experience. How it finds expression depends on our individual dispositions, as well as on our religious convictions; and

WHEREAS, the virtues of prayer have a common bond, our hope and aspirations; our sorrows and fears; and most profound remorse and renewed resolve; our thanks and joyful praise; and most importantly our love, all turned toward God; and

WHEREAS, we join with our President and Governors of the United States and invite all citizens of Campbell County to join us in earnest prayer for our Nation and our State.

NOW, THEREFORE, BE IT RESOLVED that the Campbell County Board of Commissioners do hereby proclaim May 4, 2023 as "National Day of Prayer." This year's theme is "Pray Fervently in Righteousness and Avail Much," based on the verse in James 5:16B, "The effective, fervent prayer of a righteous man avails much" In observance of National Day of Prayer, we encourage our fellow citizens to join in prayer, asking that God's light may illuminate the minds and hearts of our people and our leaders, so that we may meet the challenges that lie before us with courage, wisdom and justice.

RESOLVED this 2nd day of May 2023.

BOARD OF COUNTY COMMISSIONERS

CAMPBELL COUNTY, WYOMING

Colleen Faber, Chairman

Del Shelstad

Jim Ford

Butch Knutson

Kelley McCreery

ATTEST:_____
Cindy Lovelace, County Clerk

The following page(s) contain the backup material for Agenda Item: [9:10 Economic Development Week Proclamation](#)

*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.

ECONOMIC DEVELOPMENT WEEK

RESOLUTION NO. 3047

WHEREAS, the Wyoming Economic Development Association is the professional economic development organization dedicated to leadership and advocacy to foster economic development in Wyoming, and

WHEREAS, economic development is critical to the productivity and sustainability of the State of Wyoming and its people; and

WHEREAS, Wyoming values the work and partnerships necessary to make our communities more attractive and vibrant places to live; and

WHEREAS, economic development promotes the economic health, quality of life and viability in our communities; and

WHEREAS, economic development involves supporting entrepreneurs as they establish the next generation of new businesses – a hallmark of American enterprise; and

WHEREAS, economic development requires engaging with rural communities, urban centers, local, state and federal governments, public-private partnerships, chambers of commerce, and higher education to help businesses and people; and

WHEREAS, economic development means promoting innovation, attracting new businesses, retaining established businesses, and nurturing new businesses so they can provide high-quality jobs and contribute to the betterment of our communities; and

NOW, THEREFORE, BE IT RESOLVED that the Campbell County Board of Commissioners do hereby proclaim May 9-12, 2023 as “Economic Development Week” in Campbell County, Wyoming and remind individuals of the importance of this community celebration which supports the expansion of career opportunities and improves the quality of life.

RESOLVED this 2nd day of May 2023.
BOARD OF COUNTY COMMISSIONERS
CAMPBELL COUNTY, WYOMING

Colleen Faber, Chairman

Del Shelstad

Jim Ford

Butch Knutson

Kelley McCreery

ATTEST: _____
Cindy Lovelace, County Clerk

The following page(s) contain the backup material for Agenda Item: [9:15 NHSFR Volunteer Time](#)

*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

... from H.R./Risk Management

TO: Board of Campbell County Commissioners
Colleen Faber, Chairman
Del Shelstad
Jim Ford
Butch Knutson
Kelley McCreery

FROM: Brandy Elder
Executive Director of Human Resources & Risk Management

DATE: May 3rd, 2023

SUBJECT: National Highschool Finals Rodeo Volunteers

The National High School Finals Rodeo is being held at CAM-PLEX July 13th through July 22nd this year. As in the past, a large number of volunteers are needed to ensure the success of the event. In prior years that the event was in Gillette, the Campbell County Board of Commissioners encouraged employees to volunteer. With the approval of their department head employees will be provided with four paid hours for regular employees who volunteer during their normal workday. To qualify for the four hours of pay, employees are required to volunteer an additional four hours of their own time during the rodeo.

I recommend that we continue this practice for our employees and for the success of the event.

The following page(s) contain the backup material for Agenda Item: [9:20 Airport Terminal Generators 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.

April 26, 2023

Campbell County Board of Commissioners
500 South Gillette Ave., Suite 1100
Gillette, WY 82716

RE: Northeast Wyoming Regional Airport
Terminal Generators
Campbell County Project #08423011

Campbell County Board of Commissioners:

Bids were opened for the above project on April 11, 2023, at 1:00 p.m. with a total of one (1) bid being received. The total price of Schedule 1 and Schedule 2 as compared to the Engineer's Estimate was as follows:

<u>Contractor</u>	<u>Schedule</u>	<u>Bid Amount</u>
Scott Brother Electric, Inc.	1	\$665,571.90 (Low Bidder)
	2	<u>\$ 47,978.00 (Low Bidder)</u>
	Total	\$713,549.90 (Low Bidder)
Engineer's Estimate	1	\$500,125.00
	2	<u>\$ 75,000.00</u>
	Total	\$575,125.00

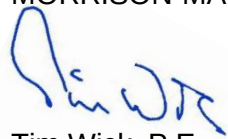
Bids were accompanied by the required 10% Bid Bond and various additional submittal documents. Scott Brothers Electric, Inc. complied with all of the required additional submittals.

It is our recommendation to award Schedule 1 and Schedule 2 to the low bidder, **Scott Brothers Electric, Inc.** in the amount of **\$713,549.90**. Their bid was over the Engineer's Estimate, we feel that it is an acceptable bid. They did meet all bid submittal requirements.

Please let us know if you have any questions.

Sincerely,

MORRISON-MAIERLE, INC.



Tim Wick, P.E.
Project Engineer

cc: Todd Chatfield
File: 5289.019

Northeast Wyoming Regional Airport

We create solutions that build better communities.



BID TABULATION SUMMARY

NORTHEAST WYOMING REGIONAL AIRPORT
 TERMINAL GENERATORS
 AIP NO. NONE / WYDOT NO. NONE
 CAMPBELL COUNTY NO. 08423011
 April 11, 2023, 2:00 P.M.



DESCRIPTION	Engineer's Estimate	Scott Brother Electric			
Schedule 1	\$500,125.00	\$665,571.90			
Schedule 2	\$75,000.00	\$47,978.00			
Total of Schedule 1 & Schedule 2	\$575,125.00	\$713,549.90			
Receipt of Addenda #1		X			
Receipt of Addenda #2		X			
Proposal Signature		X			
Bid Bond		X			

DESCRIPTION	Engineer's Estimate				
Schedule 1	\$500,125.00				
Schedule 2	\$75,000.00				
Total of Schedule 1 & Schedule 2	\$575,125.00				
Receipt of Addenda #1					
Receipt of Addenda #2					
Proposal Signature					
Bid Bond					



BID TABULATION

NORTHEAST WYOMING REGIONAL AIRPORT
 TERMINAL GENERATORS
 AIP NO. NONE / WYDOT NO. NONE
 CAMPBELL COUNTY NO. 08423011
 April 11, 2023, 2:00 P.M.



SCHEDULE 1 - REPLACE COMMERCIAL TERMINAL GENERATOR							
				ENGINEER'S ESTIMATE		Scott Brother Electric	
Bid Item No.	DESCRIPTION	ESTIMATE D QUANTITY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL
100	Moblization	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 35,000.00	\$ 35,000.00
101	Contract Bonds	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 10,495.00	\$ 10,495.00
102	Temporary Fencing	1	LS	\$ 4,500.00	\$ 4,500.00	\$ 6,720.00	\$ 6,720.00
103	Remove Existing Fence	150	LF	\$ 5.00	\$ 750.00	\$ 21.60	\$ 3,240.00
104	Remove and Salvage Existing Generator	1	LS	\$ 4,500.00	\$ 4,500.00	\$ 40,630.00	\$ 40,630.00
105	NEW 350kW Generator - Complete	1	LS	\$ 325,000.00	\$ 325,000.00	\$ 511,778.00	\$ 511,778.00
106	Upsize and Connect Natural Gas Service	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 14,292.00	\$ 14,292.00
107	New 8" Chain-Link Fence	135	LF	\$ 75.00	\$ 10,125.00	\$ 70.94	\$ 9,576.90
108	Replace Full Depth Concrete Patch	100	SY	\$ 180.00	\$ 18,000.00	\$ 177.00	\$ 17,700.00
109	Remove Existing Concrete	90	SY	\$ 25.00	\$ 2,250.00	\$ 66.00	\$ 5,940.00
110	Temporary Generator	100	HOURS	\$ 750.00	\$ 75,000.00	\$ 102.00	\$ 10,200.00
							\$ -
Total Estimated Cost Schedule 1					\$ 500,125.00		\$ 665,571.90

SCHEDULE 2 - GA TERMINAL GENERATOR							
Bid Item No.	DESCRIPTION	ESTIMATE D QUANTITY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL
200	Install Salvaged 35kW Generator w/ New ATS - Complete	1	LS	\$ 60,000.00	\$ 60,000.00	\$ 44,967.00	\$ 44,967.00
201	Connect into Natural Gas Service	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 3,011.00	\$ 3,011.00
Total Estimated Cost Schedule 2					\$ 75,000.00		\$ 47,978.00
Total Estimated Cost All Schedules					\$ 575,125.00		\$ 713,549.90

The following page(s) contain the backup material for Agenda Item: [9:25 CST Program Contract, Adult Treatment Courts](#)

*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

Denton Knapp
Executive Director of Administration

BOARD OF COMMISSIONERS

Colleen Faber, Chairman
Roy Knutson
Jim Ford
Del Shelstad
Kelley McCreery

Contract/Grant Approval Form

Instructions: *Fill out upon review by legal and risk management. Submit to Commissioner's Office with grant contract to be approved and signed.*

Date of Commissioner's Meeting

Title

Agency

Recipient

Funding Source

Federal – CFDA/ALN

State – State grant identifying number

Other – Please explain:

Please mark as applicable:

Annual Contract Award

New Contract Award

Amendment to Contract Award

Includes Capital Assets

Bid/Request for Proposals Required

**Match Fund Required - Request Form
Required**

Date range of contract

Amount

Summary

Account: 310015

Date of Legal Review

Date of Risk Management Review

Approval Signature

Chairman, Coleen Faber

Clerk's Office

**OFFICE**

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

Denton Knapp
Executive Director of Administration

BOARD OF COMMISSIONERS

Colleen Faber, Chairman
Roy Knutson
Jim Ford
Del Shelstad
Kelley McCreery

Match & Additional Program Funding Approval Form

Instructions: *Fill out upon review by legal and risk management. Submit to Commissioner's Office with grant contract to be approved and signed.*

Date of Commissioner's Meeting

Title of Grant Requiring Match:

Department Requesting Match:

Is matching fund request already budgeted?

Indicate line/account(s) match is budgeted:

If matching fund is not already budgeted, please provide details on where new matching funds are located or detail a request:

Please mark as applicable:

Annual Contract Award

New Contract Award

Amendment to Contract Award

Includes Capital Assets

Bid/Request for Proposals Required

In-Kind - Amount:

Date range of grant contract

Grant Amount

Required Match Amount

Match Request % of Total Award

Summary

Additional Funding Request:

Clerk's Office Approval

Approval Signature

Chairman, Coleen Faber



Behavioral Health Division
122 W 25th Street, Herschler 2 West, Suite B
Cheyenne, WY 82002
(307) 777-6494 • 800-535-4006
Fax (307) 777-5849 • www.health.wyo.gov



Stefan Johansson
Director

Mark Gordon
Governor

March 8, 2023

Ref.: MD-2023-003

Campbell County Commissioners Office
Governing Body for the Campbell County Adult Treatment Courts
500 S Gillette Ave Ste 1100
Gillette, WY 82716

Program Team for the Campbell Count Adult Treatment Courts
500 S Gillette Ave Ste 2500
Gillette, WY 82716

Dear Governing Body and Program Team:

Notice of FY24 Funding Award for the Campbell County Adult Treatment Courts

On March 7, 2023, the Court Supervised Treatment Funding Panel (Panel) met to discuss funding requests for the upcoming fiscal year (FY) 2024. After careful deliberation and discussion, the following funding decision for your program is as follows:

The Panel has awarded funding to the Campbell County Adult Treatment Courts (Program) in the amount of \$261,930.48. Your program was funded for 28 adult slots, pending a fully executed contract between the Wyoming Department of Health, Behavioral Health Division and your Program. This notice is not a promise of contract or funding. Please review your budget and make any necessary revisions for the best use of funds if the amount awarded is different from the requested amount.

In addition to the funds awarded by the Panel, your Program will receive \$7,950.60 for drug testing. These funds may only be spent on drug testing supplies and testing confirmations. The Program will also receive surcharge funding in the amount of \$21,000.00 to support the special projects listed in the Program's FY24 application. Please understand future surcharge funding is not guaranteed and it is recommended that you do not rely on this additional state funding to support your program activities. The total contract amount for your program will be \$290,881.08.

The Panel would like to remind all of the CST programs of the importance of complying with statutory requirements and Department of Health rules in programmatic operations. The Panel would also like to emphasize the importance of completing training requirements and strongly encourage the attendance of all team members at the statewide conference in May. Please see the attached save the date for details regarding the conference.

The Behavioral Health Division would like to thank you for all your work on behalf of the program participants and the residents of Wyoming.

Sincerely,



Ben Kifer
Court Supervised Treatment Program Panel
Chairperson

- c: Nicky Anderson, Assistant Deputy on Policy and Legislation, Department of Family Services
Sue Chatfield, Assistant Attorney General, State of Wyoming
Diane Lozano, State Public Defender, Office of the State Public Defender
Dan Shannon, Director, Department of Corrections
Contract file

**CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION
AND
BOARD OF CAMPBELL COUNTY COMMISSIONERS AS GOVERNING BODY FOR
THE CAMPBELL COUNTY ADULT TREATMENT COURTS**

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 Adult Treatment Courts (Contractor), whose address is: 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming 82716. This Contract pertains to the Court Supervised Treatment Program 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, 2023 or Effective Date, whichever is later, through June 30, 2024. 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 two hundred ninety thousand, eight hundred eighty-one dollars and eight cents (\$290,881.08). Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.
 - (i) The total Contract amount in Section 4.A., above, includes two hundred sixty-one thousand, nine hundred thirty dollars and forty-eight cents (\$261,930.48) to provide services listed in Attachment A.
 - (ii) The total Contract amount in Section 4.A., above, includes seven thousand, nine hundred fifty dollars and sixty cents (\$7,950.60) to be used for drug testing supplies and testing services.

- (iii) The total Contract amount in Section 4.A., above, includes twenty-one thousand dollars (\$21,000.00) to be used for special projects listed in Attachment A.
- B. 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.
- C. 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.
- D. 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.
- B. Comply with Attachment B, Business Associate Agreement, which is attached to and incorporated into this Contract by this reference.
- C. Comply with Attachment C, Data Management Plan, which is attached to and incorporated into this Contract by this reference.
- D. Adhere to expectations outlined in the Court Supervised Treatment Guidelines, which are incorporated into this Contract by this reference.
- E. Submit Agency approved invoice template for payment on the twenty-fifth (25th) day of each month, or the closest business day to the twenty-fifth of the month, whichever is later. Utilities, vehicle expenses, computer hardware, advertising, equipment maintenance, equipment rental, office space, construction costs, grant writing, case management system, and program evaluation are not allowable expenses under this Contract. Local funds must be utilized for these expenses.
- F. Submit detailed expense reports verifying monthly expenditures at the request of the Agency.

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, Business Associate Agreement, consisting of five (5) pages; and Attachment C, Data Management Plan, consisting of five (5) 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 B, 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. Notice of Sale or Transfer.** The Contractor shall provide the Agency with notice of any sale, transfer, merger, or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the notices provision of this Contract and, when possible and lawful, in advance of the transaction. If the Agency determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Contractor's obligations under this Contract, then the Agency may, at its discretion, terminate or renegotiate the Contract.
- R. 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.
- S. 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. § 9-2-3204(b)(iv).
- T. 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.

U. 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.

- V. **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.
- W. **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.
- X. **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. 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.

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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, Director

Date

Matthew Petry, MPA, Senior Administrator

Date

CONTRACTOR:

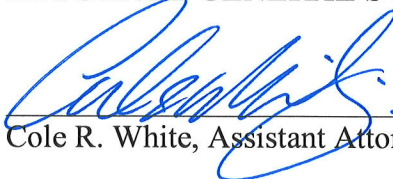
Board of Campbell County Commissioners as Governing Body for the Campbell County Adult Treatment Courts

Signature

Date

Printed Name and Title

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 # 230625

Cole R. White, Assistant Attorney General

04-26-2023

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
Campbell County Adult Treatment Courts (Contractor)

For services to be provided from July 1, 2023, or Effective Date, whichever is later, through
June 30, 2024

I. Purpose

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 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 Court Supervised Treatment (CST) Program in conjunction with the participant

III. Scope of Work

- A. Timely Communication, Corrective Action Plans, and Withholding of Funds
 - 1. When specific information or action is requested from the Contractor under the scope of the Contract, the Contractor shall respond to Agency in good faith within the timeframe defined in the request or the Agency reserves the right to withhold payment from Contractor until the Contractor provides any requested forms, reports, information, or proof of deliverables.
 - 2. Failure to comply with Contract requirements may result in Contractor being placed on a Corrective Action Plan (CAP). Contractor will work with the Agency on the contents and implementation of the CAP. Failure to implement the CAP may result in the withholding of funds or termination of this contract.

IV. Deliverables Table

TOTAL PAYMENT UNDER THIS CONTRACT NOT TO EXCEED TWO HUNDRED NINETY THOUSAND, EIGHT HUNDRED EIGHTY-ONE DOLLARS AND EIGHT CENTS (\$290,881.08).

DELIVERABLE	TIMELINE
A. Maintain an average of twenty-eight (28) adult participants each quarter, as awarded by the funding panel and reported on the Agency 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	
13. Co-occurring disorders and diagnoses	

DELIVERABLE	TIMELINE
C. Submit Unemployment Certificate of Good Standing	October 3, 2023

DELIVERABLE	TIMELINE
D. Submit Worker's Compensation Certificate of Good Standing	October 3, 2023

DELIVERABLE	TIMELINE
E. Submit independent financial audit report from previous fiscal year	January 31, 2024

DELIVERABLE	TIMELINE
F. Report to Agency CST Program staff 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
G. 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
H. 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
I. All members of the CST Program team and Substance Use Disorder Treatment Provider must meet training requirements as outlined in CST Program Guidelines, Key Component #9:	Ongoing throughout Contract Term unless otherwise stated
1. Submit verification of training hours for each team member. Final payment of this Contract will not be issued until verification of training hours for each team member is received by the Agency	
DELIVERABLE	TIMELINE
J. National Accreditation	Ongoing throughout Contract Term unless otherwise stated
1. Ensure Substance Use Disorder Treatment Provider maintains appropriate national accreditation for substance use disorder services provided under this Contract	
DELIVERABLE	TIMELINE
K. State Certification	Ongoing throughout Contract Term unless otherwise stated
1. Ensure Substance Use Disorder Treatment Provider maintains appropriate state certification for substance use disorder services provided under this Contract	

DELIVERABLE	TIMELINE
L. Budget	
1. Submit revised budget based on this Contract amount	July 31, 2023
2. Submit any necessary budget revision requests via email at cstprogram@wyo.gov . Requests shall include the amount of funding to be moved, the budget lines effected, and a reason for the move	Ongoing throughout Contract Term unless otherwise stated
DELIVERABLE	TIMELINE
M. 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
N. Submit Invoice on Agency-approved template	The 25 th day of each month or next business day through Contract Term
1. If using a template different from the one provided by the Agency, it must include all areas included on the provided template	
DELIVERABLE	TIMELINE
O. Expenditures	Ongoing throughout Contract Term unless otherwise stated
1. Provide proof of monthly expenditures upon Agency request	
DELIVERABLE	TIMELINE
P. Submit finalized policies and procedures manual on template provided by the Agency	September 29, 2023
DELIVERABLE	TIMELINE
Q. Special Projects	Ongoing throughout Contract Term unless otherwise stated
1. Travel and hotel expenses for training	
2. Up to three (3) additional adult participant slots	

V. **Changes to SOW**

The Contractor shall submit a written request to the Agency if changes to this 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 this SOW is required, a contract amendment shall be made to this Contract in accordance with Section 7.A. of this Contract.

**BUSINESS ASSOCIATE AGREEMENT BETWEEN
WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION AND
BOARD OF CAMPBELL COUNTY COMMISSIONERS AS GOVERNING BODY FOR
THE CAMPBELL COUNTY ADULT TREATMENT COURTS**

1. **Parties.** The parties to this Business Associate Agreement (Agreement) are Wyoming Department of Health, Behavioral Health Division, whose address is: 122 West 25th Street, Herschler Building 2 West, Suite B, Cheyenne, Wyoming 82002 (Covered Entity), and Board of Campbell County Commissioners as Governing Body for the Campbell County Adult Treatment Courts, whose address is: 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming 82716 (Business Associate). In this Agreement, Covered Entity and Business Associate are each a “party” and, collectively, are the “parties.”
2. **Purpose of Agreement.** This Agreement seeks to ensure the privacy and security of protected health information as required by 45 C.F.R. Parts 160 and 164, as well as more stringent applicable Wyoming state law.
3. **Definitions.**
 - A. **Catch-all definitions.** The following terms used in this Agreement shall have the same meaning as those terms in the Health Insurance Portability and Accountability Act (HIPAA) Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
 - B. **Specific definitions.**
 - (i) **Business Associate.** “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean Board of Campbell County Commissioners as Governing Body for the Campbell County Adult Treatment Courts.
 - (ii) **Covered Entity.** “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean Wyoming Department of Health, Behavioral Health Division.
 - (iii) **HIPAA Rules.** “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and 164. For purposes of this Agreement, the term also includes applicable Wyoming state law that is more stringent pursuant to 45 C.F.R. § 160.203, as relevant, including, but not limited to, Wyo. Stats. §§ 9-2-125, 9-2-126, 35-4-132, 42-4-112, and other state statutes and rules respecting the privacy of individuals.

Attachment B - Business Associate Agreement between
Wyoming Department of Health, Behavioral Health Division (Covered Entity)
and Board of Campbell County Commissioners as Governing Body for the Campbell County Adult Treatment
Courts (Business Associate)

4. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). Once this Agreement becomes effective, it shall remain effective until it is terminated under the terms of this Agreement or on the date the Covered Entity terminates as authorized in Subsection D of Section 8, whichever is sooner.
5. **Obligations and Activities of Business Associate.** Business Associate agrees to:
- A. Not use or disclose protected health information other than as permitted or required by this Agreement or as required by law.
 - B. Use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this Agreement.
 - C. Report to Covered Entity any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 C.F.R. § 164.410, and any security incident of which it becomes aware. The report of such use, disclosure, potential breach, or security incident to Covered Entity must be made within forty-eight (48) hours of discovery in writing by emailing the incident details to cstprogram@wyo.gov and wdh-hipaa@wyo.gov. Upon report, Business Associate shall comply with Covered Entity's requests for additional information, including completion of forms provided by Covered Entity. At Covered Entity's discretion, Business Associate shall handle the required breach notifications to individuals, the HHS Office for Civil Rights (OCR), and potentially the media, on behalf of Covered Entity, including covering the costs of such notifications.
 - D. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
 - E. Make available protected health information in a designated record set to the individual or the individual's designee as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524. Business Associate shall require the individual or the individual's designee to submit access requests in writing. Business Associate shall respond to a written access request as soon as reasonably practicable, and in no circumstance later than thirty (30) calendar days.
 - F. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526. If Business Associate receives a request to amend protected health

information directly, Business Associate shall notify Covered Entity within three (3) business days.

- G.** Maintain and make available the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528. Business Associate shall comply with Covered Entity's request for such information within seven (7) business days following Covered Entity's request. If Business Associate receives a request for an accounting of disclosures directly, Business Associate will notify Covered Entity within three (3) business days.
- H.** Comply with the requirements of Subpart E of 45 C.F.R. Part 164 that apply to Covered Entity to the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E in the performance of such obligations.
- I.** Make its internal practices, books, and records available to the Secretary and Covered Entity for purposes of determining Business Associate and Covered Entity's compliance with the HIPAA Rules. Business Associate shall inform Covered Entity if Business Associate provides such information to the Secretary.
- J.** Provide notice within seven (7) business days of any event that triggers Business Associate's obligation to notify Covered Entity unless otherwise provided.

6. Permitted Uses and Disclosures by Business Associate.

- A.** Business Associate may only use or disclose protected health information as necessary to perform the services set forth in the Contract between the parties into which this Agreement is incorporated.
- B.** Business Associate may use or disclose protected health information as required by law.
- C.** Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.
- D.** Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth in Subsections E, F, or G of Section 6.
- E.** Business Associate may use protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

- F. Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- G. Business Associate may provide data aggregation services relating to the health care operations of Covered Entity.

7. **Responsibilities of Covered Entity.** Covered Entity agrees to:

- A. Notify Business Associate of any limitation in the notice of privacy practices of Covered Entity under 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
- B. Notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes affect Business Associate's use or disclosure of protected health information.
- C. Notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.
- D. Not request Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity, except for data aggregation or management and administrative activities of Business Associate.

8. **General Provisions.**

- A. **Amendments.** The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- B. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.
- C. **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

Attachment B - Business Associate Agreement between
Wyoming Department of Health, Behavioral Health Division (Covered Entity)
and Board of Campbell County Commissioners as Governing Body for the Campbell County Adult Treatment
Courts (Business Associate)

D. Termination. This Agreement may be terminated by Covered Entity without cause upon fourteen (14) days written notice, by mutual assent of the parties, or by Covered Entity immediately for cause if Covered Entity determines Business Associate has violated a material term of this Agreement.

(i) Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

- (a) Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
- (b) Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that Business Associate still maintains in any form;
- (c) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in Paragraph (i), for as long as Business Associate retains the protected health information;
- (d) Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Subsections E, F, G in Section 6 which applied prior to termination; and
- (e) Return to Covered Entity or, if agreed to by Covered Entity, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(ii) Survival. The obligations of Business Associate under Paragraph (i) shall survive the termination of this Agreement.

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Attachment C
Data Management Plan

In accordance with Wyo. Stat. § 7-13-1603, monitoring services provided to drug court participants is a critical component to ensure 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. The 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.**

Acronyms/Definitions:	
COB:	Close of Business
Participant:	An offender with substance use disorder or any other person as provided in Wyo. Stat. § 7-13-1607 who has been referred to and accepted into a Program
Program:	A local court supervised treatment program governed by rules and regulations adopted by the Agency
Recidivism:	Any subsequent arrest after Program entry or for three (3) years post-Program
Retention:	The successful completion of the Program by participants
Sobriety:	The condition of abstaining from substances
Deliverable Acceptance Categories:	
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, 2023 throughout the Contract Term.
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, 2023 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 by the Agency on the first business day of each month, beginning August 1, 2023 throughout the Contract Term.

Attachment C
Data Management Plan

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	A form will be provided by the Agency that the Contractor shall complete each month by the required due date listed in the table above	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 Agency designated data system
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	Agency designated data system: 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 C
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	Agency designated data system: 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	Agency designated data system: 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	Agency designated data system: 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	Agency designated data system: to include at a minimum ● Date initiated ● Action ● Reason	Internal Query

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

Attachment C
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	Agency designated data system: 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	Agency designated data system: 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	Agency designated data system: 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	Agency designated data system: to include at a minimum ● Drug screen date ● Type ● Performed by ● Method ● Test type ● Overall result ● Observed	Internal Query

Attachment C
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	Agency designated data system: 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, July data must be entered by August 15, 2023. Contractors to receive a reconciliation report by August 30, 2023 and reconciliation must be completed by September 15, 2023)	A form will be provided by the Agency 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 Agency designated data system
13	Verification	Data must be reconciled and confirmed as complete	By COB on the fifteenth (15th) day of the month following receipt of report	A form will be provided by the Agency that the Contractor shall complete by the required due date each month	Agency will confirm form has been completed each month