



Board of County Commissioners - Staff Report

Meeting Date: 6-05-18

Presenter: Jodie Pond

Submitting Dept: Health Department

Subject: Consideration of a Contract among Wyoming Department of Health, Public Health Division, Teton County Health Officer and Teton County to provide support for Public Health Emergency Preparedness and Response services.

Statement / Purpose:

Consideration of a contract to provide supplemental funding to ensure the County Health Officer provides additional support to the County and the County Health Department in relation to Public Health Emergency Preparedness and response.

Background / Description (Pros & Cons):

This Contract will provide supplemental funds and additional duties for the County Health Officer to strengthen the local and county response to public health emergencies as well as ensuring clinical and medical guidance and leadership in public health emergencies matters in supporting the existing public health infrastructure within the County.

Stakeholder Analysis & Involvement:

Stakeholders involved include: Teton County, Teton County Health Department, County Health Officer and Teton District Board of Health. All stakeholders are aware of the County Health Officer's role to assist in County level response to Public Health Emergencies. The Teton District Board of Health recommends the appointment of a County Health Officer to the Board of County Commissioner. The Teton health Department uses the Health Officer's medical expertise in public health matters relating to Wyoming State Statute Chapter 35 Public Health.

Fiscal Impact:

The total payment for under this Contract shall not exceed \$9,600.00 for the period July 1, 2018 – June 30, 2018. The County Health Officer also receives \$6,930.00 from the general fund to perform CHO duties for the County as defined in Wyoming State Statute Chapter 35 Public Health. This payment from the Wyoming Department of Health is in addition to the payment from the County.

Staff Impact:

No additional staff beyond the current Health Department staff is needed to provide the services outlined in the SOWs (Attachment A and Attachment B).

Legal Review:

Gingery

Staff Input / Recommendation:

Staff recommends approval of the Contract between the Wyoming Department of Health, Public Health Division, Teton County Health Officer and Teton County for supplemental funding for the County Health Officer to provide support for Emergency Preparedness and Response services.

Attachments:

FY'19 CHO contract included. SOW subrecipient found in Attachment A. SOW for CHO found in Attachment B.

Suggested Motion:

I move to approve the Contract between the Wyoming Department of Health, Public Health Division, Teton County Health Officer and Teton County for supplemental funding for the County Health Officer to provide support for Public Health Emergency Preparedness and Response services.

**CONTRACT AMONG
WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION,
TETON COUNTY HEALTH OFFICER AND TETON COUNTY**

1. **Parties.** The parties to this Contract are Wyoming Department of Health, Public Health Division (Agency), whose address is: 6101 Yellowstone Road, Suite 420, Cheyenne, Wyoming 82002, Teton County Health Officer (CHO), whose address is: 557 East Broadway, Jackson, Wyoming 83001 and Teton County (Contractor), whose address is: 460 East Pearl Street, Jackson, Wyoming 83001. This Contract concerns the Public Health Emergency Preparedness Unit.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Subrecipient shall ensure the appointed CHO provides additional support to the County and County Public Health Nursing Office in relation to public health emergency preparedness and response. These supplemental funds and the additional duties that are required to obtain the funding will strengthen the local and county response to public health emergencies as well as ensure clinical and medical guidance and leadership in public health emergency matters in supporting the existing public health infrastructure within the County.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from July 1, 2018 through June 30, 2019. All services shall be completed during this term.
4. **Payment.**
 - A. The Agency agrees to pay the Subrecipient for the services described in Attachment A, Statement of Work for the Subrecipient, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed nine thousand, six hundred dollars (\$9,600.00), excluding travel expense reimbursement for travel as required in Attachment B, Statement of Work for the CHO, which is attached to and incorporated into this Contract by this reference.
 - B. No payment shall be made for work performed before the Effective Date of this Contract. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.
 - C. The source of funds for this Contract is via a Cooperative Agreement from Centers for Disease Control, Catalog of Federal Domestic Assistance (CFDA) #93.074 in the amount of eight thousand, forty dollars (\$8,040.00); #93.069 in the amount of nine hundred sixty dollars (\$960.00).
 - D. The maximum amount of federal funds provided under CFDA #93.074 shall not exceed eight thousand, forty dollars (\$8,040.00). The maximum amount of federal funds provided under CFDA #93.069 shall not exceed nine hundred sixty dollars

(\$960.00). The maximum amount of state general funds shall not exceed six hundred dollars (\$600.00).

- E. Payment will be made within one (1) month of the following dates, provided the requirements in Attachment A, Statement of Work for the Subrecipient, and Attachment B, Statement of Work for the CHO, have been met.
 - (i) July 1, 2018
 - (ii) October 1, 2018
 - (iii) January 1, 2019
 - (iv) April 1, 2019
- F. Nothing in this Contract shall supplant, reduce, or interfere with the duties, responsibilities, or payment for the services of the CHO appointed by the County Commissioners.
- G. Any unexpended funds held by the Subrecipient at the end of the term of this Contract shall be returned to the Agency no later than July 30, 2019.
- H. When the Subrecipient is working at a location requiring an overnight stay, the Subrecipient 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, Statement of Work for the Subrecipient.

6. Responsibilities of CHO. The CHO agrees to:

- A. Provide the services described in Attachment B, Statement of Work for the CHO, which is attached to and incorporated into this Contract by this reference.

7. Responsibilities of Agency. The Agency agrees to:

- A. Pay Subrecipient in accordance with Section 4 above.
- B. Monitor the activities of the CHO and Subrecipient in relation to the duties listed in Sections 5 and 6 above.
- C. Provide necessary forms related to the performance of this Contract.
- D. Advise the Subrecipient and CHO of any changes in the procedures and other matters related to this Contract.

8. **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 subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- F. **Monitoring Activities.** Agency shall have the right to monitor all activities related to this Contract that are performed by Subrecipient or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this 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.
- P. Whistleblower Protection Act.** Pursuant to 41 U.S.C. § 4712, an employee of any non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate for misconduct), a court or grand jury, the head of a federal agency, or their representatives, information that the employee reasonably believes is evidence of:
- (i) gross mismanagement of an Agency Contract or grant relating to covered funds;
 - (ii) a gross waste of covered funds;
 - (iii) a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
 - (iv) an abuse of authority related to the implementation or use of covered funds;
or
 - (v) a violation of law, rule, or regulation related to an Agency Contract (including the competition for or negotiation of a Contract) or grant, awarded or issued relating to covered funds.

9. **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.
- 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 contractors for work related to this Contract. The Subrecipient shall cooperate fully with other contractors and the Agency in all such cases.
- G. **Certificate of Good Standing.** The Subrecipient shall provide to the Agency a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Subrecipient is authorized to conduct business in the State of Wyoming, if required, before performing work under this Contract. Subrecipient shall ensure that annual filings and corporate taxes due and owing to the Secretary of State’s office are up-to-date before signing this Contract.

- H. Compliance with Laws.** The Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Contract.
- I. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Contract shall be kept confidential by the Subrecipient unless written permission is granted by 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.
- J. Entirety of Contract.** This Contract, consisting of eleven (11) pages; Attachment A, Statement of Work for the Subrecipient, consisting of one (1) page, and Attachment B, Statement of Work for the CHO, consisting of two (2) pages, represents 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.
- K. 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.
- L. 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.
- M. 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.
- N. 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.

- O. 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.
- P. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- Q. Ownership and Destruction of Documents and Information.** Agency owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Agency's verified receipt of such information, Contractor agrees to physically and electronically destroy any residual Agency-owned data, regardless of format, and any other storage media or areas containing such information. Contractor agrees to provide written notice to Agency confirming the destruction of any such residual Agency-owned data.
- R. Patent or Copyright Protection.** The Contractor 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 Contractor or its subcontractors will violate any such restriction. The Contractor shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- 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. § 9-2-1016(b)(iv).

- T. Insurance Requirements.** Contractor is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq., and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, et seq., and shall provide a letter verifying its participation in the WARM or LGLP to the Agency.
- 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 Contractor expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- W. 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.
- 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 Contractor 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 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.

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

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

AGENCY: WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION

Thomas O. Forslund, Director

Date

Stephanie Pyle, MBA
Senior Administrator, Public Health Division

Date

COUNTY HEALTH OFFICER

Teton County Health Officer

Date

SUBRECIPIENT: TETON COUNTY

Chairman, Teton County Board of Commissioners

Date

Teton County Attorney

Date

COUNTY CLERK'S ATTESTATION

Teton County Clerk

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Alyc Holden #179553

Per Susan G. O'Brien, Senior Assistant Attorney General

5/9/18
Date

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

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

AGENCY: WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION

Thomas O. Forslund, Director

Date

Stephanie Pyle, MBA
Senior Administrator, Public Health Division

Date

COUNTY HEALTH OFFICER

Teton County Health Officer

Date

SUBRECIPIENT: TETON COUNTY

Chairman, Teton County Board of Commissioners

Date

Teton County Attorney

Date

COUNTY CLERK'S ATTESTATION

Teton County Clerk

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Aly Goldum #179553

Per Susan G. O'Brien, Senior Assistant Attorney General

5/9/18
Date

General Description

This document is intended as a Statement of Work (SOW) to identify and describe important milestones and deliverables for the Contractor as part of the County Health Officer (CHO) Contract. The goal of the project is to provide supplemental funding to the Contractor for payment to the CHO to ensure the appointed CHO provides additional support to the county and the County Public Health Nursing Office in relation to public health emergency preparedness and response. These supplemental funds and the additional duties that are required to obtain the funding will strengthen the local and county response to public health emergencies as well as ensuring clinical and medical guidance and leadership in public health emergency matters in supporting the existing public health infrastructure within the county.

Timeline and Deliverables

The following table shows specific tasks, milestones, completion dates, and estimated payments. This includes work to support the county in public health emergency preparedness and response.

Timetable and Deliverables for Contractor				
Task	Description	Months	Cost	Date
1	Financial Report	0	NA	June 30, 2019
	The Contractor shall provide a financial report to the Agency at the conclusion of the Contract summarizing the payment of funds to the CHO. If funds are not expended, they will be returned to the Agency within thirty (30) days of the final day of this Contract.			
2	Notification of CHO change	0	NA	As applicable
	The Contractor shall notify the Agency if there is a change in the physician appointed as the CHO.			
3	CHO payment	Twelve (12)	Eight Hundred (\$800.00)	Agency will pay \$2400.00 upon execution of contract and \$2400.00 quarterly thereafter
	Contractor will only utilize these funds to pay the CHO eight hundred dollars (\$800.00) per month. These funds are supplemental to the county paid funds for CHO duties. Funds may be paid in the amount of eight hundred dollars (\$800.00) to the CHO on a monthly, quarterly or other schedule as mutually agreed upon by the CHO and the Contractor. Employment taxes will be paid as determined by the Contractor (W-2 or 1099). This grant award is paid to the CHO to perform the duties listed in Attachment B.			

Payment

Agency shall make payment to Contractor as follows: Two thousand four hundred dollars (\$2,400.00) to be paid following execution of the contract and two thousand four hundred dollars (\$2,400.00) quarterly; however, the January payment will only be made once the CHO progress report has been submitted.

General Description

This document is intended as a Statement of Work (SOW) to identify and describe important milestones and deliverables for the County Health Officer (CHO) Public Health Emergency Preparedness (PHEP) Contract. The goal of the project is to provide supplemental funding to the Contractor for payment to the CHO to ensure the appointed CHO provides additional support to the county and the County Public Health Nursing Office in relation to public health emergency preparedness and response. These supplemental funds and the additional duties that are required to obtain the funding will strengthen the local and county response to public health emergencies as well as ensuring clinical and medical guidance and leadership in public health emergency matters in supporting the existing public health infrastructure within the county.

Timeline and Deliverables

The following table shows specific tasks, milestones, completion dates, and estimated payments. This includes work to support the county in public health emergency preparedness and response.

Deliverables for CHO				
Task	Description	Months	Cost	Date
1	CHO Requirements for Payment from County	Twelve (12)	Eight Hundred Dollars (\$800.00)	Paid to CHO as determined by County
	<p>A. The CHO shall provide support and expertise to county emergency planners as needed to ensure the county is prepared for public health emergencies. Any exceptions to this provision must be approved by the State Health Officer of the Wyoming Department of Health. Expected time spent is one (1) hour per two (2) month period.</p> <p>B. The CHO shall serve as the liaison for public health emergencies between the Wyoming State Health Officer and the County, as well as between the Wyoming State Health Officer and the County Public Health Nursing Office. As such the CHO is expected to participate in meetings or conference calls with WDH or local officials as needed for the public health response. Expected time spent is variable depending on emergencies.</p> <p>C. The CHO shall participate in scheduled meetings, in person or via conference call, with the State Health Officer and fellow county health officers to discuss issues of statewide concern. These meetings will be scheduled quarterly and the CHO shall attend a minimum of two (2) per year. Additional meetings may be warranted as determined by the State Health Officer. An attempt will be made to schedule one (1) of these meetings during the annual Wyoming Public Health Association meeting. The CHO is encouraged to attend the annual Wyoming Public Health Association meeting, usually a three (3) day commitment. The CHO shall be reimbursed for attendance at this meeting by the Agency, if funding is available and with prior approval, at the standard State of Wyoming per diem rate which is set forth in the Wyoming Executive Branch Policies and Procedures Manual. Anticipated time spent is a minimum of two (2) hours and a maximum of thirty-two (32) hours per contract term.</p> <p>D. The CHO shall participate in a one (1) hour, monthly meeting with the County Public Health Nursing (PHN) Office in order to review medical plans and contingencies, the protocols for events, the role of public health in county emergencies, and other issues of concern.</p> <p>E. The CHO shall participate in various exercises that may be scheduled in the County. Expected time is four (4) hours per contract.</p>			

	<p>F. The CHO is encouraged to develop and maintain a close working relationship with the County Local Emergency Planning Committee (LEPC). Attendance at the meetings is strongly encouraged. Expected time spent is variable depending on meeting frequency in the county.</p> <p>G. The CHO shall determine, in coordination with the County PHN Manager, Public Health Response Coordinator, and other local emergency planners, what role the CHO will have in the local emergency response incident management structure. If the CHO is identified as filling a command or general staff position in the county Incident Command System (ICS), appropriate training must be obtained (the Agency can assist with finding appropriate training). If the CHO is identified to fill a role in the county Emergency Operations Center, the CHO must work with the PHN Office and the County Emergency Management/Homeland Security Coordinator to identify and obtain appropriate training. Expected time spent is variable depending on the identified role of the CHO.</p> <p>H. The CHO shall submit a progress report by January 10, 2019 and July 10, 2019. Template progress report will be emailed to the CHO prior to report deadlines. The January payment will only be made once the CHO progress report has been submitted.</p> <p>I. Per Wyo. Stat. Ann. § 21-4-309, authorize Waivers to the mandatory immunizations upon submission of written evidence of religious objection or medical contraindication to the administration of any vaccine. This activity should be conducted in accordance with the process established by the Department.</p> <p>J. The CHO will educate themselves on pre-exposure prophylaxis (PrEP) for people at high risk for HIV.</p> <p>K. The CHO will promote HIV, sexually transmitted diseases and hepatitis testing among their county's primary care physicians.</p>
--	--