

INFORMATION PACKET
Friday, September 30, 2022



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C.A.S.P.E.R.

The Grid
A working draft of Council Meeting Agendas

October 4, 2022 Councilmembers Absent:

Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
Pre-Meeting: Lifejacket Program Update (Power Point)					
Pre-Meeting: LWCF Grant Washington Park					
Pre-Meeting: Monthly Financial Reports					
Approval of 9/20 Minutes					C
Approval of 9/20 Exec Session Minutes					C
Bright Spot: Fire Prevention Week 2022					
Est Public Hearing: Consideration of Changes to the City of Casper Municipal Ordinances, Chapter 8.08, Private Intrusion Alarms					C
Public Hearing: Restaurant Liquor Licenses - Bluebird		N			
2nd Reading: Consideration of an Annexation of 2.0-Acres described as Tract 8, Dowler No. 2 Subdivision (3025 Paradise Drive), Establishing the Zoning of Said Parcel as C-2 (General Business), and Rezoning 8.2-acres Described as the Paradise Acres Addition (3041 Paradise Drive) as C-2 (General Business)			N		
2nd Reading: North Platte River Park No. 2 Subdivision			N		
3rd Reading: Correcting a Scrivener's Error in the Legal Description of Ordinance No. 34-19 Pertaining to the Mistaken Inclusion, Via Annexation, of the West Half of Lots 26 & 27, South Garden Creek Acres No. 2 Addition in the Casper Municipal Limits.			N		
Authorizing a Memorandum of Understanding Concerning Metro Animal Shelter Services Between the City of Mills, Wyoming, and the City of Casper, Wyoming.				C	
Lease for Indoor Sports Complex with WYO Complex				C	
Authorizing an Agreement with Automation & Electronics, Inc., for the Leachate Forcemain Extension and Controls				C	
Establishing a Memorandum of Understanding Between the City of Casper and Natrona County Public Library for a StoryWalk.				C	
Approving a Contract Amendment No. 1 with Dynamic Controls Incorporated, in the amount of Fifty-Five Thousand Six Hundred Eighty-Nine Dollars (\$55,689).				C	
Authorizing the Release of a Local Assessment District Lien, LAD 156, Regarding 1818 Fetterman Ave, Casper, Wyoming.				C	
Authorizing the Partial Release of a Local Assessment District Lien, LAD 153, Regarding 1517 Fremont Ave.				C	
Authorizing a Contract for Professional Services with Long Building Technologies, Inc., in the Amount of \$129,960.00, for the Ford Wyoming Center Flue Replacement, Project No. 22-058.				C	
Approving a License Agreement with the Natrona County Board of County Commissioners for Sanitary Sewer Main Work.				C	
Authorizing a Right-of-Way Easement with Rocky Mountain Power as Part of the Natrona County School District Tennis Facility.				C	
Authorizing the purchase of One (1) Lenco BearCat in the Amount of \$168,872.00					N
Authorize appointments to the Council Boards and Commissions listed on the attachment to fill vacancies left by Councilmembers' resignations.					C
Executive Session: Litigation, Personnel					

The Grid
A working draft of Council Meeting Agendas

October 11, 2022 Councilmembers Absent:

Work Session Meeting Agenda Items	Recommendation	Begin Time	Allotted Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Meeting Follow-up		4:30	5 min
Non-Discrimination Ordinance	Move Forward for Approval	4:35	60 min
Aquatics Subsidy	Direction Requested	5:35	45 min
Contractor License Category Updates	Direction Requested	6:50	45 min
Shipping Container Ordinance	Direction Requested	7:35	45 min
Demolition Safety Barriers	Direction Requested	8:20	30 min
Agenda Review		8:50	20 min
Legislative Review		9:10	20 min
Council Around the Table		9:30	20 min
Approximate Ending Time:			9:50

October 18, 2022 Councilmembers Absent:

Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
Pre-Meeting: Mental Health Update					
Approval of 10/4 Minutes					C
Public Hearing: Alarm Licenses Ordinance		N			
3rd Reading: North Platte River Park No. 2 Subdivision			N		
Credit Card Fees(Tentative)				C	
A resolution authorizing a contract between the City of Casper KLJ Engineering, Inc. for the Evansville Texas Street Extension Study				C	
A resolution authorizing a contract between the City of Casper and Felsburg, Holt, & Ullevig for the Casper Area Impact Fee Study				C	
Authorizing the Release of Various Local Assessment District Liens Regarding Coates Road Local Assessment District 158.				C	
A resolution authorizing a Professional Services Contract for transit services with Natrona County for Fiscal Year 2023.				C	
A resolution authorizing a Professional Services Contract for transit services with the Town of Evansville, a Wyoming municipality, for Fiscal Year 2023.				C	
A resolution authorizing a Professional Services Contract for transit services with the Town of Bar Nunn, a Wyoming municipality, for Fiscal Year 2023.				C	

October 25, 2022 Councilmembers Absent:

Work Session Meeting Agenda Items	Recommendation	Begin Time	Allotted Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Meeting Follow-up		4:30	5 min
One Cent Community Projects Process	Direction Requested	4:35	45 min
North Platte Subdivision Master Plan	Direction Requested		60 min

The Grid
A working draft of Council Meeting Agendas

October 25, 2022 (continued) Councilmembers Absent:

Work Session Meeting Agenda Items	Recommendation	Begin Time	Allotted Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Transit Stops and Signage Update	Information Only		30 min
Council Goals Update	Information Only		45 min
Station #1 Design	Direction Requested		60 min
Agenda Review		8:20	20 min
Legislative Review		8:40	20 min
Council Around the Table		9:00	20 min
Approximate Ending Time:			9:20

November 1, 2022 Councilmembers Absent:

Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
Approval of 10/18 Minutes					C
EPH Non-Discrimination	C				
Public Hearing: Consideration of a Resolution certifying Annexation Compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to determine if the Annexation of 2.0 Acres described as Tract 8, Dowler No 2 Subdivision complies with W.S. §15-1-402.		N			
3rd Reading: Consideration of an Annexation of 2.0-Acres described as Tract 8, Dowler No. 2 Subdivision (3025 Paradise Drive), Establishing the Zoning of Said Parcel as C-2 (General Business), and Rezoning 8.2-acres Described as the Paradise Acres Addition (3041 Paradise Drive) as C-2 (General Business)			N		
2nd Reading: Alarm Licenses			N		

November 8, 2022 Councilmembers Absent:

Work Session Meeting Agenda Items	Recommendation	Begin Time	Allotted Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Meeting Follow-up		4:30	5 min
Drug Court Update	Information Only	4:35	20 min
Ice Arena Subsidy & Expansion	Direction Requested	4:55	30 min
Fire Station Safe Zones and Cameras		5:25	
Agenda Review			20 min
Legislative Review			20 min
Council Around the Table			20 min
Approximate Ending Time:			

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November 15, 2022 Councilmembers Absent:

Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
Approval of 11/1 Minutes					C
Public Hearing: Non Discrimination		N			
3rd Reading: Alarm Licenses			N		
Resolution on Service Fees Police Response to Alarms				C	

November 22, 2022 Councilmembers Absent:

Work Session Meeting Agenda Items	Recommendation	Begin Time	Allotted Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Meeting Follow-up		4:30	5 min
Golf Subsidy	Direction Requested	4:35	30 min
One Way to Two Way Street Conversion	Direction Requested	4:35	30 min
Agenda Review		5:05	20 min
Legislative Review			20 min
Council Around the Table			20 min
Approximate Ending Time:			

December 6, 2022 Councilmembers Absent:

Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
Approval of 11/15 Minutes					C
2nd Reading: Non-Discrimination Ordinance			N		

December 13, 2022 Councilmembers Absent:

Work Session Meeting Agenda Items	Recommendation	Begin Time	Allotted Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Meeting Follow-up		4:30	5 min
Recreation/Sports Subsidy	Direction Requested	4:35	30 min
		5:05	
Agenda Review			20 min
Legislative Review			20 min
Council Around the Table			20 min
Approximate Ending Time:			

The Grid

A working draft of Council Meeting Agendas

December 20, 2022 Councilmembers Absent:

Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
Approval of 12/6 Minutes					C
3rd Reading: Non-Discrimination Ordinance			N		

December 27, 2022 Councilmembers Absent:

Work Session Meeting Agenda Items	Recommendation	Begin Time	Allotted Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Meeting Follow-up		4:30	5 min
Ford Wyoming Center Subsidy (tentative)		4:35	
Agenda Review			20 min
Legislative Review			20 min
Council Around the Table			20 min
Approximate Ending Time:			

Future Agenda Items

Council Items:

Item	Date	Estimated Time	Notes
Formation of Additional Advisory Committees			
Excessive Vehicle Storage in Yards			
Graffiti Abatement & Alternatives			
Safe Place Program Implementation & Resolution			
Code Enforcement - Municipal Code?			
Class and Compensation Study Follow-up			After January 2023
Parking Garage Lease			Summer 2024
Detox Funding Discussion			
LGBTQ Advisory Committee Update			
Budget Amendment #2 Discussion			
Livability/Marketing Follow-up			
Special Event Permitting Process			

Staff Items:

Unsafe Structure Ordinance Follow-up			
City Inspectors Authority/Oversight of Licensed Contractors			
Recreation Refunds			
Sign Code Revision			
Speed Limit Ordinance Review			
Part 2 Ford Wyoming Center			
SRO Contract			
Sponsorships and Naming Rights (Tentative)			
Poplar St. and CY St. Intersection			

Potential Topics-- Council Thumbs to be Added:

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Future Regular Council Meeting Items:

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Retreat Items:

Economic Development and City Building Strategy



Memo To: Mayor Ray Pacheco
Casper City Council Members

Date: 21 September, 2022

From: Scott Drescher, Transit Manager

CC: J. Carter Napier, City Manager
Liz Becher, Community Development Director

RE: Citizen Complaint Regarding Assist Service Not Meeting Demand

I offer a recap to the conversation I had with Ms. K, a resident of North Casper and concerned citizen. We conversed for approximately twenty minutes at about 4:30 PM on the evening of Tuesday September 20, 2022, regarding a message sent addressed to Casper Mayor Pacheco and the Casper City Council Members raising concerns over the growing needs of underserved communities such as senior citizens and the disabled. I can't speak to the lack of service being rendered as a breach of the Americans with Disabilities Act (ADA). Most of what we do at transit is aimed at meeting the guidelines outlined in ADA standards.

Additionally, I spoke with Ms. K regarding the increased demand we have been observing overall in both the Assist and Link services. I emphasized that increased demand could be from multiple factors at once including but not limited to how the aging population has continued to grow in the Casper area, more people have emerged from the pandemic, economic hardships have led individuals to go away from automobiles instead using public transit, and that we have been around long enough to develop a steady user base. We have worked hard to meet demands, but with budgetary guidelines to live within, our hours are limited to work within the economic fence. We have only so much time and number of vehicles and drivers to meet the demand. We work to maximize occupancy on the buses, and are optimistic that our impending change to the software used to plot out and map our door-to-door routes will increase efficiency and allow for more riders during the course of the day, but that even with that change, people may observe a bus going by with "only one or two people on it" simply because they are on their way to pick up other riders or just dropped others off.

I also spoke with her about some of the other claims regarding one of her neighbors who was left out from a ride when calling a week ahead. I delicately asked if she would offer some more information such as name or details regarding the friend she spoke of in the letter, but she declined



citing privacy so I didn't pursue further details. Recently, we at transit have experienced some days where we are near or at capacity for the next week and this is often due to the number of routine or subscription rides that occur on a regular or scheduled basis. These scheduled rides, such as those for dialysis appointments or for individuals going to work, school, or social gatherings take up much of our physical and time capacity, leaving less room for one-time rides or last-minute changes. We are turning down anywhere from five to ten callers a day for appointments due to the early filling of the days, and where we would typically suggest calling two to three days in advance, we currently are seeing about a week notice being necessary.

I also addressed the claims that Saturday service was limited to dialysis patients only. Ms. K claimed that the person she had spoken with on Saturday July 16th said that those days (Saturday) were for dialysis only. I explained, without getting into too many specifics, that only two of the twenty or so rides we typically schedule on a Saturday were for dialysis specifically, while the rest tend to be for shopping, other medical appointments, or other various reasons. I also explained that it isn't best practice for us to disclose what riders are doing, but that we do push to help as many people as possible no matter their circumstances.

From the current dispatch software records, I looked at the ride history for Ms. K, and dating back to June of 2021, there was only one day during July 2022 that any rides were scheduled. It did match the claims as it was scheduled a full two weeks prior to the ride, but in speaking with Ms. K, learned that she cancelled a week prior due to illness. The claims made in the letter seemed to match up with our history, though I was unable to find her name among those recorded in the turn down logs. Often the turndown logs are a bit vague as when someone asks for a ride on a specific day and the day is already at capacity, callers will just hang up without giving much in the way of details.

My conversation with Ms. K was overall positive and she just wants to make sure our attention is set on improving the Assist door-to-door situation as a whole. I cited that we were optimistic about the new dispatch software helping to increase our efficiency and leading to helping a few more riders each day. I promised I would pass along the details of our call and asked if I could contact her again in the next few weeks. Ms. K said that would be acceptable, and said she would be holding me to that. I offered to meet her in person, even with other riders who live in the same complex, and she was open to that. She expects that we will be able to work together to find better ways to increase transit's capacity in helping more individuals within the underserved senior and disabled communities and with the general public. I assured her my goal was also to help more people and do so in a way that represented responsible use of taxpayer and grant funds as well as fulfill ADA requirements. I aim to work to increase our capacity to meet demands but understand that doing so will require long term budgetary actions and increased planning.



Memo to: Liz Becher; Community Development Director
From: Dan Elston, City Building Official
Craig Collins, AICP, City Planner

Subject: August Commercial Development Report

Date: 09/07/2022

Permitting Update:

For the month of August, 2 building permits for single family homes were issued for a value of \$2,257,313.00. This brings the total building permits for single family residences to 55 for the calendar year for a value of \$20,512,588.00. The Building Division issued 106 Building, 68 Electrical, 62 Mechanical and 168 Plumbing permits with a value of construction of \$9,292,663.09 with a permit revenue of \$97,342.05.

Calendar year:

Permit total = 2,794 permits issued for a value of \$77,772,075.91 with a revenue of \$816,263.94.

Fiscal Year:

Permit total = 756 permits issued for a value of \$7,421,417.11 with a revenue of \$152,118.80

July 1st through August 31st

Inspection Update:

The Building Division completed 207 building, 190 electrical, 344 plumbing/mechanical inspections, plus 6 plan reviews for the month of August.



Commercial Construction Update:

Below is a breakdown of the 14 major commercial projects that are in progress:

- Visual Arts (Casper College) Final finish's in process, inspection for equipment installation today. Final inspection next week.
- Alder Park Apartments, 59 units (Tranquility Way) Framing, interior rough in for M.E.P.
- LDS Temple Foundation (3011 Independence Dr.) Foundation grade beams complete. Site work in progress. The modules delivery has begun, 11 of 25 modules delivered, setting up by Oct. 30th.
- LDS Ancillary Building (3001 Independence Dr.) Interior finish in process.
- State Office Maintenance Bld. (444 W. Collins) Final inspection Friday 9-16 -2022
- Liberty Square Apartment Complex, 60 units (1100 S. Beverly) Bld. A and B, framing in process, underground plumbing in process Bld. B. Framing in process on Community Bld.
- M Building Phase II (234 E. 1st St. former Wells Fargo) final finish's in process.
- Wal-Mart East Interior Remodel (4400 E. 2nd St.) All phases of construction in process.
- Casper College Gate Way Bld. HVAC Upgrades (Casper College Campus) In process.
- Casport Mint, Helical Piers only (170 Star Lane) Helical piers for phase II in process. Waiting for drawings for plan review.
- La Cocina Restaurant (4110 Centennial Hills) On Hold for re-design
- Buckle Store (555 Newport Dr, Old Pier One) Final Finnish's in process
- Nolan Phase II (S. David) Site Utilities in process
- Realty Offices (Old Kings Corner, S. Beech) Drywall in process

Projects Completed:

- Scooters Coffee (1151 CY Ave.) T.C.O. for training
- Buffalo Bean Coffee (2925 CY Ave.)
- Boom Town Blast (Sunrise Mall)
- Paradise Valley School (Magnolia) Mechanical upgrades
- University Park Scholl (Huber Dr.) Mechanical upgrades
- Manor Heights School (3201 E 15th St.) Mechanical upgrades

COMMUNITY DEVELOPMENT

200 North David Street | Casper, WY 82601-1862 | Phone: (307) 235-8254 | www.casperwy.gov



Approved projects not started:

- Discount Tire (4990 E. 2nd St.)
- Blackmore Market Place Shops (5081 E. 2nd St.)
- T-Mobile (Strip Mall E 2nd St.) Triangle Plaza

New Projects Submitted for Approval:

- Core/Shell Building (Next to Marshals, Newport Rd.)
- Wyoming Food for Thought (Old North Casper School)
- Casport Mint (170 Star Lane) Architectural drawings submitted for review.
- Old Flour Bin (260 W 1st St) Plans submitted for review. Tandem Const.

Anticipated Projects:

- Power2Play (near Events Center) 65,000 sq. ft. indoor sports facility
- Harbor Freight expansion (Sunrise Mall)
- Nolan Phase II (322 S. David St.) Condominiums
- 307 Tennis Club (Old WAC Bld. Thelma Dr.)

COMMUNITY DEVELOPMENT

September 29, 2022

MEMO TO: Carter Napier, City Manager *jal*

FROM: Zulima Lopez, Parks, Recreation and Public Facilities Director
Phil Moya, Recreation Manager
Rick Young, Fort Caspar Museum Supervisor

SUBJECT: Fort Caspar Museum Follow-up Items for City Council

Action Type

Information Only

Summary

At the City Council Work Session on September 27, 2022, Councilmember Gamroth inquired about the construction of Fort Caspar Museum. His inquiry required some additional research by staff. Answers to his question are provided below for Council's information.

The Fort Caspar Museum Interpretive Center, now simply known as the Fort Caspar Museum was constructed in 1982. The building included an exhibit gallery, collections storage, and office space. The project cost, with contingency, was contracted for \$374,325.

The museum has undergone two additions since it was originally constructed in 1982. In 2001, the City added a new entrance, lobby, and store to the museum building. The expansion contract was for \$303,542. In 2006, the museum was expanded again. That project doubled the size of the museum, adding additional exhibit space, a classroom (currently out of service because it is being used to store the Tripeny Collection), and the multipurpose room that is now utilized as exhibit and rental space. The Phase II expansion project was contracted for \$1,114,786.

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3 <u>8:30a</u> -Historic Preservation (None) <u>5:00 p.m.</u> - CNFR (Cathey, Knell alt.)	4 <u>10:00 a.m.</u> - HOJ/Det Ctr (Cathey, Engebretsen) <u>6:00p</u> -Council Meeting	5	6 <u>7:00p</u> -Youth Empowerment (Pacheco)	7	8
9 <u>4:30 p.m.</u> - Casper Youth Council (Gamroth, Pacheco)	10  Columbus Day Observed City Offices Closed	11 <u>4:30p</u> -Council Work Session	12 <u>6:00p</u> -Amoco Re-use JPB (Sutherland)	13 <u>12:00p</u> -Advance Casper (Napier, Gamroth) <u>4:30p</u> -Parks & Rec Advisory Board (Engbretsen) <u>6:00p</u> - Planning & Zoning (Knell) <u>7:00p</u> -Youth Empowerment (Pacheco)	14 <u>11:30a</u> -Chamber Coordination/ Infoshare (None)	15
16	17	18 <u>11:30a</u> -Regional Water JPB (Cathey, Knell, Sutherland, Pollock) <u>4:00p</u> -Chamber of Commerce (Cathey) <u>6:00p</u> -Council Meeting	19	20 <u>7:00a</u> -Mayors/ Commissioners <u>11:00a</u> -Housing Authority (Gamroth) <u>4:00p</u> -Contractors' Licensing Board (Engbretsen) <u>5:30p</u> - City County Board of Health (Humphrey) <u>7:00p</u> -Youth Empowerment (Pacheco)	21 <u>3:30p</u> -LGBTQ Advisory Committee (Pacheco, Pollock)	22
23 <u>12:30p</u> -Senior Services (Engbretsen) <u>4:00p</u> -OYD Advisory Committee (Pollock, Gamroth)	24	25 <u>11:30a</u> -Travel & Tourism (Engbretsen, Knell alt.)	26 <u>7:00a</u> -CPU Advisory Board (Cathey) <u>11:30p</u> -NIC (None) <u>5:15p</u> -CAP (None)	27 <u>11:30a</u> - Disability Council (Pacheco) <u>7:00p</u> -Youth Empowerment (Pacheco)	28	29
30  Trick or Treat at City Hall 3:00p-5:00p	31	 <u>4:30p</u> -Council Work Session				



CITY OF CASPER-NATRONA COUNTY HEALTH DEPARTMENT
BOARD OF HEALTH MEETING

SEPTEMBER 15, 2022

Virtual by Zoom or **in person in the ELKHORN Conference Room**

ZOOM LINK: <https://us02web.zoom.us/j/83576428670>

Phone: 1 253 215 8782 Passcode: 835 764 28670

5:30 PM

- I. AGENDA/MINUTES**
 - a. Previous Meeting Minutes/Notes**
 - i. AUGUST meeting minutes*
- II. BUDGET/FINANCIAL**
 - a. FINANCIALS**
 - i. JUNE Financials*
 - ii. JULY Financials*
 - iii. AUGUST Financials*
 - iv. PROPOSED BUDGET REVISION FY23*
- III. BOARD**
 - a. Next Meeting Date**
 - i. Proposed Meeting Date OCTOBER 20TH, 2022*
- IV. HEALTH OFFICER**
 - i. Health Officer Report
- V. DIVISION REPORTS**
 - a. ADMINISTRATION-Anna**
 - i. COVID-19/MONKEYPOX UPDATE**
 - ii. General Administration**
 - 1. Reporting grid-updated, please review
 - 2. Strategic Planning for Board-MAPP Update OCT 13 & 14
 - 3. Building update
 - 4. Job announcements

- a. COVID Nurse-Wyoming Community Foundation
- b. DP Nurse
- c. HIV Case manager/Cardiac

b. COMMUNICABLE DISEASE-Emma

- i. Expedition
- ii. WyAETC
 - 1. University of Washington-AETC*
- iii. HIV Case Management

c. COMMUNITY PREVENTION-Hailey

- i. Community Prevention
 - 1. Contract Casper Pride*
 - 2. Contract Boys and Girls Club*
- ii. WCRS
- iii. WYCC

d. ENVIRONMENTAL HEALTH-Ruth

- 1. Contract Wyoming Dept of Health Lead*

e. NURSING PROGRAMS

- i. DISEASE PREVENTION CLINIC-Kendall
- ii. ADULT HEALTH PROGRAM-Mary Ann
- iii. MATERNAL CHILD HEALTH PROGRAM- Tonya

f. PUBLIC HEALTH PREPAREDNESS- Tammy

g. City/County Liaison

h. Board Member Reports

i. Adjourn



CITY OF CASPER-NATRONA COUNTY HEALTH DEPARTMENT

BOARD OF HEALTH MEETING

Thursday August 18, 2022

Virtual by Zoom or in person in the ELKHORN Conference Room

ZOOM LINK: <https://us02web.zoom.us/j/86394091118>

Phone: 1 253 215 8782 **Passcode:** 863 9409 1118

5:30 PM

Present or by Zoom: Anna Kinder, Tia Hansuld, Dr. Nelson, Eric Nelson, Dr. Jimada, Dr Wold, Emma Burton-Hopkins, Tonya Nolan, Ruth Heald, Tammy Smith, Janet Utech, Kendall Coursen, Mary Ann Lembke, Mr. Nicolaysen. Steve Freel and Sabrina Kempner.

I.AGENDA/MINUTES

5:31 PM meeting was called to order by Dr. Nelson.

- a. **Previous Meeting Minutes/Notes**
- b. Approving July Minutes with correction of instead of April Financials that it would be May Financials.

Action: motioned to approve July Minutes Dr Jimada, Motion second by Dr. Wold. Motion passed.

II. BUDGET/FINANCIAL

- a. **FINANCIALS – Tabled until the next meeting**

III. BOARD

- a. **Next Meeting Date**
 - i. **Proposed Meeting Date September 15, 2022***

Motion to approve meeting date of September 15, 2022 was mad by Dr. Wold, seconded by Dr. Jimada. Motion Passed.

IV. HEALTH OFFICER – Dr. Dowell

Health Officer Report

Dr. Dowell reported Covid is going down a little bit, in the county. The Hospital has about 6 people give or take, no one in ICU due to Covid although there is a patient in there that was diagnosed with Covid but has something else going on. Dr. Dowell is worried the public will not reorder their free tests from the Federal Government, and the free option is ending soon. Dr. Dowell reported that we don't have any way to track home positives if they don't take the time to report then to the state, it's just a gross estimation. Covid is still all over the country. Dr. Dowell reported no cases of Monkeypox. There are cases in Colorado and surrounding States. Talking to some of our patients that are at high risk. General Discussion.

V. DIVISION REPORTS – Ms. Kinder

Ms. Kinder reported that department has plans for Monkeypox and Covid surges. Ms. Kinder reported the new Covid booster will be here soon and plans to offer them with the flu clinics. Ms. Kinder reported that Monkey Pox information is on our website. There is a major lack of information with people calling thinking they were in the risk factor groups to receive the vaccine. General Discussion followed.

a. ADMINISTRATION

i.COVID-19 UPDATE

1. Update-Testing/Vaccination
2. Ms. Kinder reported we continuing to give vaccinations. Novavax vaccine has arrived and we have limited supplies. These are scheduled vaccines to limit wasted doses. We have administered one.

ii. General Administration –

1. Reporting grid-updated, please review. Ms. Kinder stated that if there are any questions to please let her know.
2. Strategic Planning for Board – Mapp
Strategic Planning for Board and Community Partners will be October 13th and 14th, there are spaces for 30 attendees. Ms. Kinder reported she is seeking a wide group of participations that we work with in the community that will have great knowledge and input on that plan. Ms. Kinder reported that department will complete training Monday, August 29th. Ms. Kinder reported 15 people in the department have been selected with various positions included. Ms. Kinder reported great progression and feels the process is coming along nicely. Ms. Kinder reported that she has received confirmations from people in the community that will attend the MAPP training. Ms. Kinder reported that the MAPP process is going to be great for the department and community.
3. Building update
Ms. Kinder reported that ARPA Grant has been submitted. Ms. Kinder reported notification should be sometime in September. Ms. Kinder reported that we are still working on location. Ms. Kinder stated that she will be submitting an additional building grant due September 1st. General Discussion followed.

4. MOU with Community Action Partnership

Mr. Nelson reported that there needs to be more delineation of duties in the MOU. Community Action Partnership has approved the MOU. Ms. Kinder asked the Board to have further legal review of the MOU to include more delineation of duties. General discussion followed.

Motion to approve MOU with further review from legal team was made by Dr. Jimada, seconded by Dr. Wold. Motion passed.

5. Grant- Enroll WY

Ms. Kinder reported that she is declining this grant due to lack of staff.

6. Mills Contract

Ms. Kinder reported we have two contracts. The first is a contract for the work we will be doing for them over the next year. Ms. Kinder stated these are the services we provided in the space in Mills. The second is in regards to the building they have given us for use. Ms. Kinder reported the first contract is good and she has no questions. Ms. Kinder reported that the second contract has the department paying for utilities. Ms. Kinder asked Ms. Kempner if the department is required to pay for utilities and how we would get them in the departments name. Ms. Kempner stated that it would be revised for us not to pay the utilities as it would be very difficult at this time to get them separated from the city bill. Payment of utilities can be revisited at a later time if needed. General Discussion followed.

Motion to approve Mills Contract with the removal of the CNCHD responsibilities of the payment of monthly utilities was made by Dr. Wold, seconded by Dr. Jimada. Motion passed.

7. Job Announcements

Ms. Kinder, reported that we have 4 job positions posted right now. They have been posted for a couple of weeks or longer. We have received a grand total of 5 applications. Ms. Kinder reported that this is very disheartening and disconcerting. The WYCC program will be vacant as of August 18, 2022. Ms. Kinder reported that we have no one to working this program until the position is filled. The clinic is short a nurse and this is creating challenges. General discussion followed.

- a. COVID Nurse-Wyoming Community Foundation
- b. DP Nurse
- c. WYCC – Full-time
- d. HIV Case manage/Cardiac

b. COMMUNICABLE DISEASE

- i. Expedition- Ms. Burton-Hopkins reported things are going well, it's been busy. Maintaining all of our education spots and testing spots. Wyoming Health Counsel reached out for Ms. Burton-Hopkins to complete some sex education via zoom for them.
- ii. WyAETC- Ms. Burton-Hopkins reported that the WyAETC and Clinic have a MOU in place for a practice transformation project that was approved by HRSA so we can work to improve HIV Testing and Prep. General discussion followed.

Motion to approve MOU with WyAETC and clinic was made by Ms. Hansuld. Motion seconded by Dr. Jimada. Motion passed.

- iii. HIV Case Management- Ms. Burton-Hopkins reported the state completed a site visit this week, and everything went well. Burton-Hopkins reported that deliverables were more defined for the Detailing and DIS moving forward. Staff have begun working on these deliverables. General discussion followed.

c. COMMUNITY PREVENTION –

- i. Community Preventions
 - 1. Contract Big Brothers Big Sisters
 - 2. Contract Mercer

General discussion on the Big Brothers Big Sisters and Mercer grants were had. Ms. Kinder reported that these are grants that were awarded thru an FRP process to completed grant deliverables for the community prevention grant.

Ms. Hansuld motioned to approve the Big Brothers Big Sisters contract, Dr. Jimada seconded. Motion passed.

Ms. Hansuld motioned to approve the Mercer contract, Dr. Jimada seconded. Motion passed.

3. Cardiac Contract – Ms. Kinder reported that this is a new contract to work with reducing Cardiac illness in the community. General discussion followed.

Ms. Hansuld motioned to approve the Cardiac contract, Dr. Jimada seconded. Motion passed.

- ii. WCRS

- 1. Healthy U Ms. Kinder reported that we have three trained staff for this program.

- iii. WYCC Ms. Kinder reported that Mr. Poste last day is August 19, 2022. Hope to have the position filled soon. Ms. Kinder reported that we have not had a lot of applications.

d. ENVIRONMENTAL HEALTH

Ms. Heald stated that there was nothing much to add beyond the grid information. Septic systems have been steady and expect them to stay this way until the weather changes. Ms. Heald reported that the motel water samples are back and negative for Legionella. The State wants use to repeat testing in two more months. General discussion followed.

e. NURSING PROGRAMS

i. DISEASE PREVENTION CLINIC

Ms. Coursen reported the biggest thing for the clinic is Susan Budig starting. August 18th was her first day and it went really great. Ms. Budig was able to prescribe PREP and also received two more referrals that will be coming in next week. Ms. Coursen reported that Monkey Pox vaccine have begun administration to patients on Monday August 15, 2022, and we have the ability to test as people qualify. Ms. Coursen reported that we have the Novavax Covid vaccine. We are scheduling for Novavax because the State has asked that we not waste the vaccine. Ms. Coursen reported that she has two job openings. General discussion followed.

ii. ADULT HEALTH PROGRAM

Ms. Lembke reported the main stress last month was that she was short staffed due to illness for a week. Ms. Lempke reported with only a two-person department this made things difficult. Ms. Lembke gave credit to Ms. Fancher for completing the extra job duties. Ms. Lempke reported working with Ms. Burton-Hopkins for training to become a HIV case manager. Ms. Lempke has reported working a couple session in Mills for blood pressure clinics.

iii. MATERNAL CHILD HEALTH PROGRAM

Ms. Nolan reported July was a big month for Maternal Health, we had 100 prenatal referrals and 67 births in Natrona County. Ms. Nolan reported with all of our other referrals the total was 179. There is currently no wait list at this time, have been doing everything we can get their services they need. Ms. Nolan reported receiving 5 full scholarships for Maternal Mental Health Certificate training in September. It is usually \$480 per person; the staff is very excited attend and get great knowledge to help moms.

f. PUBLIC HEALTH PREPAREDNESS- Ms. Smith

Ms. Smith reported that preparedness program and department staff will be at the airport on Saturday August 20, 2022. The airport is completing a full-scale exercise plane crash and victims. Preparedness staff gathered and provided most of the volunteers for the airport exercise. They are very excited. General discussion followed.

g. City/County Liaison

Councilmen Freel had no updates.

Commissioner Nicolaysen had no updates.

Ms. Kempner for the city of Mills stated that they are sharing CNCHD posts on the Mills site. Ms. Kempner is asking if there was anything they city of Mills can do to help with marketing for the Health Department. Ms. Kinder reported that they are continuing to evaluate and will reach out if she finds anything. General discussion followed.

h. Board Member Reports

Nothing no updates.

i. Adjourn

Ms. Hansuld motioned to adjourn the meeting and go into executive session at 6:13pm. **Mr. Jimada** seconded the motion, motion passed.

j. Executive Session

CASPER-NATRONA COUNTY HEALTH DEPARTMENT

Statement of Operations - Actual vs. Budget

For the Two Months Ending August 31, 2022

	August				YTD				
	Actual	Budget	Variance	Prior Year Actual	Actual	Budget	Variance	Prior Year Actual	Annual Budget
Revenue:									
TAX REVENUE (COUNTY)	111666.74	55754.82	55911.92	111666.66	111666.74	111509.64	157.10	111666.66	669058.00
TAX REVENUE (CASPER)	95828.86	50000.00	45828.86	95833.34	95828.86	100000.00	(4171.14)	95833.34	600000.00
TAX REVENUE (MILLS)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1% REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRANT REVENUE	192143.36	186764.86	5378.50	288748.05	347764.92	373529.72	(25764.80)	402372.11	2241178.50
GENERATED REVENUE	108196.66	50991.67	57204.99	131896.16	166504.88	101983.34	64521.54	271900.79	611900.00
STATE NURSING REVENUE	0.00	38602.75	(38602.75)	0.00	0.00	77205.50	(77205.50)	0.00	463233.00
INTEREST AND INVESTMENT INCOME	(1671.87)	666.67	(2338.54)	781.96	(1195.68)	1333.34	(2529.02)	1202.06	8000.00
BUDGETED FROM RESERVED FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Revenue	506163.75	382780.77	123382.98	628926.17	720569.72	765561.54	(44991.82)	882974.96	4593369.50
Expenditures:									
OUTSTANDING PURCHASE ORDERS	6501.81	0.00	(6501.81)	6722.70	17620.75	0.00	(17620.75)	27109.80	0.00
REGULAR SALARIES	165350.78	195432.45	30081.67	158334.38	327519.35	390864.90	63345.55	319178.33	2345189.20
BENEFITS-EMPLOYMENT TAXES	14889.72	20754.46	5864.74	14445.81	29741.25	41508.92	11767.67	29717.90	249053.09
BENEFITS-WY RETIREMENT	30207.23	35316.68	5109.45	26599.38	59884.14	70633.36	10749.22	55003.22	423799.51
BENEFITS-MEDICAL INSURANCE	43256.42	52393.41	9136.99	32965.72	86665.90	104786.82	18120.92	65114.70	628720.89
CONTRACT LABOR	11185.17	11817.87	632.70	11211.54	16585.17	23635.74	7050.57	19156.65	141814.09
OUTSIDE TESTING SITES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
HEALTH OFFICER	0.00	2466.67	2466.67	4933.26	0.00	4933.34	4933.34	4933.26	29600.00
ADVERTISING	0.00	908.33	908.33	0.00	0.00	1816.66	1816.66	0.00	10900.00
AUTO EXPENSES	608.82	1494.18	885.36	74.99	795.04	2988.36	2193.32	545.39	17930.00
ED PUBLIC	2216.62	4978.17	2761.55	1349.96	2216.62	9956.34	7739.72	1349.96	59738.01
ED EMPLOYEE CONFERENCE/TUITION	1379.47	3714.30	2334.83	1956.78	2154.57	7428.60	5274.03	2324.23	44571.70
EMPLOYEE MEDICAL TESTING	11.50	41.24	29.74	10.00	146.50	82.48	(64.02)	10.00	495.00
EQUIPMENT MAINTENANCE	0.00	713.74	713.74	0.00	246.20	1427.48	1181.28	0.00	8565.00
EQUIPMENT PURCHASE	886.24	2612.50	1726.26	126029.36	2041.24	5225.00	3183.76	126029.36	31350.00
EQUIP COPY EXPENSE	1978.45	1691.65	(286.80)	20.06	2882.55	3383.30	500.75	2291.80	20300.00
INSURANCE	0.00	1666.67	1666.67	0.00	0.00	3333.34	3333.34	0.00	20000.00
LICENSE/PROFICIENCY	0.00	20.83	20.83	0.00	0.00	41.66	41.66	0.00	250.00
MARKETING	20206.38	8284.75	(11921.63)	14382.50	25346.36	16569.50	(8776.86)	24018.94	99416.96
MEETING EXPENSE	857.17	1750.13	892.96	445.28	1957.17	3500.26	1543.09	445.28	21001.59
MILEAGE	430.64	485.40	54.76	0.00	430.64	970.80	540.16	0.00	5825.00
MISC EXPENSE	(3472.00)	199.98	3671.98	(74.58)	(3444.25)	399.96	3844.21	0.42	2400.00
PERIODICAL/BOOKS	0.00	136.26	136.26	0.00	0.00	272.52	272.52	0.00	1635.00
PRINTING EXPENSE	0.00	8.33	8.33	0.00	0.00	16.66	16.66	0.00	100.00
POSTAGE	676.97	843.75	166.78	954.65	1332.10	1687.50	355.40	1278.68	10125.00
RENT EXPENSE	2609.47	1208.33	(1401.14)	1659.58	5218.94	2416.66	(2802.28)	1869.58	14500.00
REIMBURSEMENT	19377.49	6306.20	(13071.29)	1733.16	22064.59	12612.40	(9452.19)	4095.77	75674.47
RETURNED CHECKS AND BAD DEBTS	13.45	6.25	(7.20)	37.75	30.05	12.50	(17.55)	39.75	75.00
SOFTWARE	1785.80	4008.33	2222.53	897.20	2771.40	8016.66	5245.26	18794.24	48100.00
SUPPLIES	36934.47	16484.52	(20449.95)	34499.75	55439.06	32969.04	(22470.02)	40642.65	197814.00
TELEPHONE	3873.24	3429.18	(444.06)	5779.17	6221.95	6858.36	636.41	6230.28	41150.00
TESTS	3503.83	2375.01	(1128.82)	3467.39	6564.99	4750.02	(1814.97)	6341.64	28500.00
UTILITIES	2240.45	1583.33	(657.12)	1870.16	4270.27	3166.66	(1103.61)	3694.62	19000.00
NON GRANT EXPENSE	88.50	0.00	(88.50)	3475.61	4510.95	0.00	(4510.95)	3750.90	0.00
Total Expenditures	367598.09	383132.90	15534.81	453781.56	681213.50	766265.80	85052.30	763967.35	4597593.51
Revenue Over(Under) Expenditures	138565.66	(352.13)	138917.79	175144.61	39356.22	(704.26)	40060.48	119007.61	(4224.01)

**CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION
AND
CITY OF CASPER-NATRONA COUNTY HEALTH DEPARTMENT**

1. **Parties.** The parties to this Contract are the Wyoming Department of Health, Public Health Division (Agency), whose address is: 122 West 25th Street, 3rd Floor West, Cheyenne, Wyoming 82002, and City of Casper-Natrona County Health Department (Subrecipient), whose address is: 475 South Spruce Street, Casper, Wyoming 82601. This Contract concerns the Lead Prevention Program.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Subrecipient shall conduct childhood lead-related activities, supporting the objectives of the Centers for Disease Control and Prevention's (CDC) funding opportunity entitled Childhood Lead Poisoning Prevention and Surveillance of Blood Lead Levels in Children (CDC-RFA-EH21-2102).
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from the Effective Date through September 29, 2023. All services shall be completed during this term.

This Contract may be extended 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, Statement of Work, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed thirty-eight thousand dollars (\$38,000.00). Payment shall be made when services are completed. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract. The maximum amount of federal funds provided under Assistance Listing Number (ALN) # 93.197 shall not exceed thirty-eight thousand dollars (\$38,000.00).
 - 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. **Travel.** The payment of travel expenses shall be allowed as set forth below. Subrecipient is expected to procure the most cost efficient travel arrangements.

- (i) Air Travel. The Agency agrees to reimburse the Subrecipient's air travel expenses related to the performance of this Contract. Air travel shall be reimbursed based on actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest airfare (fares available in the market at the time of booking, preferably well in advance of trip to attain the lowest possible airfare). Subrecipients shall book economy class fares for all domestic travel. First class bookings are not reimbursable.
- (ii) Personal Vehicle. Mileage shall be reimbursed at the rate of the current State rate per mile based on standard map mileage.

D. Lodging.

The Agency agrees to reimburse Subrecipient's lodging expenses related to the performance of this Contract. Lodging expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. The Subrecipient shall only invoice the Agency for the basic room rate, taxes, and lodging fees. The Agency is not responsible for incidental or miscellaneous expenses charged to the room. Incidental and miscellaneous expenses for which the Agency shall not be responsible include charges such as alcohol, internet, telephone charges, mini-bar, and movies.

E. Meals.

The Agency agrees to reimburse Subrecipient's meal expenses related to the performance of this Contract. Meal expenses shall be reimbursed based on actual costs, supported by a copy of the original receipt with the invoice.

5. Responsibilities of Subrecipient. The Subrecipient agrees to:

- A. Provide the services described in Attachment A.

6. Responsibilities of Agency. The Agency agrees to:

- A. Pay Subrecipient in accordance with Section 4 above.

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.*; [Insert additional requirements specific to federal grant or program]; 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. Health Equity.** The Subrecipient shall ensure that services are equitable to under-resourced, socially disadvantaged, and ethnically diverse groups; provide services that are culturally and linguistically appropriate; collect demographic information, to the extent practicable; and engage in partnerships with other public or private providers to eliminate health disparities and improve the health of all people.

8. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this 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 ten (10) pages; and Attachment A, Statement of Work, consisting of two (2) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- J. Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.
- K. Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. 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.** Subrecipient is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq., and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, et seq., and shall provide a letter verifying its participation in the WARM or LGLP to the Agency.
- T. Severability.** Should any portion of this 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.
- U. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this 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.
- V. 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.
- W. 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.
- X. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this 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.

- Y. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- Z. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- AA. 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.
- BB. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Subrecipient of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

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

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

AGENCY:

Wyoming Department of Health, Public Health Division

Stefan Johansson, Director

Date

Stephanie Pyle, MBA
Senior Administrator, Public Health Division

Date

SUBRECIPIENT:

City of Casper-Natrona County Health Department

Board Chairman, Natrona County Board of Health

Date

Executive Director
City of Casper-Natrona County Health Department

Date

NATRONA COUNTY ATTORNEY: APPROVAL AS TO FORM

Natrona County Attorney

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Cole R. White, Assistant Attorney General

Date

General Description

This document is a Statement of Work (SOW) to identify and describe the important milestones and deliverables for the Contract between the Wyoming Department of Health, Public Health Division (Agency) and City of Casper-Natrona County Health Department (Subrecipient).

Timeline and Deliverables

The following outline shows specific tasks, milestones, and completion dates for the Contract.

Task	Description	Date
1.	Personnel time. One (1) individual will dedicate eight (8) hours per week at a cost of \$40.00 per hour to childhood lead-related activities, to include the following:	
A.	Subrecipient shall investigate cases of elevated lead among children who are residents of Natrona County, to include the following: <ul style="list-style-type: none"> i. Contact the child's providers to provide case management guidance and recommendations; ii. Interview the child's family to evaluate for potential sources of lead exposure and symptoms of lead exposure; iii. Provide guidance to the child's family on lead mitigation and prevention; iv. Make recommended referrals to resources; v. Collect investigation information using the Agency-approved collection tool; vi. Enter interview and referral information into the Agency surveillance system; and vii. Follow-up with both the child's family and providers to ensure that recommended follow-up testing and evaluation is completed. 	Ongoing
B.	Subrecipient shall conduct provider outreach and education regarding environmental sources of lead, lead mitigation and prevention, and lead screening.	Ongoing
C.	Subrecipient shall conduct public outreach and education regarding environmental sources of lead, lead mitigation and prevention, and lead screening.	Ongoing
D.	Subrecipient shall participate in the Wyoming Statewide Lead Advisory Committee meetings and activities.	Ongoing
E.	Subrecipient shall identify and attend relevant training and educational opportunities.	Ongoing
2.	Educational Resource Development and Dissemination	
A.	Subrecipient shall develop and disseminate to providers and the public educational resources related to environmental sources of lead exposure, symptoms of lead exposure, prevention of lead exposure, and lead screening recommendations. Use information and guidance from the Centers for Disease Control and Prevention, American Academy of Pediatrics, and other reliable organizations.	Ongoing

3.	Training	
A.	Subrecipient shall attend relevant training opportunities related to lead certification and mitigation.	By September 29, 2023

Budget Narrative

Deliverable	Completion Date	Cost
1. Personnel time	September 29, 2023	\$22,000.00
2. Educational Resource Development and Dissemination	September 29, 2023	\$10,000.00
3. Training	September 29, 2023	\$6,000.00
YEAR 1 TOTAL NOT TO EXCEED:		\$13,000.00
YEAR 2 TOTAL NOT TO EXCEED:		\$25,000.00
TOTAL NOT TO EXCEED:		\$38,000.00

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**BUSINESS ASSOCIATE AGREEMENT BETWEEN
WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION AND
CITY OF CASPER-NATRONA COUNTY HEALTH DEPARTMENT**

1. **Parties.** The parties to this Business Associate Agreement (Agreement) are Wyoming Department of Health, Public Health Division, whose address is: 122 West 25th Street, 3rd Floor West, Cheyenne, Wyoming 82002 (Covered Entity), and City of Casper-Natrona County Health Department, whose address is: 475 South Spruce Street, Casper, Wyoming 82601 (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 City of Casper-Natrona County Health Department.
 - (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, Public 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.
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

Business Associate Agreement between
Wyoming Department of Health, Public Health Division (Covered Entity)
and City of Casper-Natrona County Health Department (Business Associate)

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 forrest.sharp@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.
- 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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**CITY OF CASPER/NATRONA COUNTY HEALTH DEPARTMENT CONTRACT FOR
COMMUNITY PREVENTION PROGRAM SERVICES**

1. **PARTIES.** The parties to this Contract are CITY OF CASPER/NATRONA COUNTY HEALTH DEPARTMENT ("CNCHD") and Boys and Girls Club of Central Wyoming, Inc., a nonprofit Corporation, ("Contractor"). The parties' respective contact information is:

CITY OF CASPER/NATRONA COUNTY
HEALTH DEPARTMENT
475 S Spruce ST
Casper, WY 82601

BOYS AND GIRLS CLUB OF CENTRAL
WYOMING, INC.
1701 East K St.
Casper, WY 82601

2. **PURPOSE OF CONTRACT.** The purpose of this Contract is to provide Community Prevention Program services. In consideration of the provisions herein, the parties agree to this Contract.
3. **EFFECTIVE DATE AND TERM OF CONTRACT.** This Contract becomes effective upon the date of the last required signature. This Contract expires on June 15, 2024.
4. **CONTRACTOR'S OBLIGATIONS.**

A. **STATEMENT OF WORK.** See Exhibit A, *Statement of Grant Requirements/Deliverables*.

B. **EQUIPMENT, FACILITY, MATERIAL, SUPPLIES, AND STAFF.** Contractor will provide equipment, facility, material, supplies, and staff necessary to perform its obligations.

5. **PAYMENT.** See Exhibit A for amount of payment.

A. CNCHD will pay Contractor for invoiced amounts with applicable supporting documents that CNCHD's Program Manager approves.

B. CNCHD will pay Contractor monthly for the approved amounts of invoices submitted no later than the 10th of the following month. CNCHD will pay approved amounts of invoices submitted after the 10th of the month with CNCHD's next payment cycle.

6. **STANDARD PROVISIONS.**

A. **GOVERNMENTAL IMMUNITY.** CNCHD does not waive and specifically retains all immunity provided by the Wyoming Governmental Claims Act, Wyo. Stat. §§ 1-39-101, et seq., and all other immunity and the right to assert immunities as a defense.

B. **AMENDMENT.** Any change to this Contract must be in writing signed and dated by both parties.

C. **APPLICABLE LAW AND VENUE.** The laws of the State of Wyoming govern the interpretation and enforcement of this Contract. The courts in the State of Wyoming have jurisdiction over this Contract and the parties. A court in Natrona County, Wyoming is the proper venue for any legal action involving this Contract.

- D. **ASSIGNMENT AND COLLATERAL.** The parties will not assign, transfer any right, or delegate any responsibility of this Contract nor use this Contract as collateral without prior written consent of the other party.
- E. **AUDIT.** If one party authorizes an audit that includes this Contract, the other party will cooperate with the auditor and provide its records related to this Contract to the auditor as requested.
- F. **AVAILABILITY OF FUNDS.** This Contract is contingent upon the availability of funds to CNCHD. If such funds are not available, CNCHD may terminate this Contract upon reasonable notice. Neither party will be liable for any alleged damage resulting from such termination. CNCHD must not claim unavailability of funds in order to acquire similar services from a third party. This provision does not affect the liability, indemnification, and insurance provisions.
- G. **COMPLIANCE WITH LAWS.** Both parties will be aware of and comply with all applicable federal, state, and local laws and regulations in performance with this Contract.
- H. **ENTIRE CONTRACT.** This three page document and Attachment A contain the entire agreement between the parties regarding the subject of this Contract and supersede all prior written and oral communications.
- I. **FORCE MAJEURE.** A party will not be liable for failure to perform in accordance with this Contract if such failure to perform arises out of a cause beyond the party's control and with no fault or negligence of the nonperforming party. Such causes may include, but are not limited to, an act of a public enemy, epidemic disease, earthquake, fire, flood, freight embargo, quarantine, and unusually severe weather. This provision is effective only if the nonperforming party takes reasonable steps to minimize effects of its nonperformance.
- J. **HEADINGS.** Headings in this Contract are for reference only and must not to be used to construe any part of this Contract.
- K. **INDEMNIFICATION.** Each party is responsible for liability arising from its own conduct and associated legal fees, costs, and damages. Neither party indemnifies the other. Each party's insurance is prohibited from subrogating against the other party.
- Q. **INDEPENDENT ENTITY.** Each party is an independent entity and solely responsible for its own actions, debts, and other liabilities. Neither party will incur any debt or other liability on behalf of the other party.
- L. **MATERIAL PREPARED PURSUANT TO CONTRACT.** All finished and unfinished material prepared by Contractor pursuant to this Contract is the property of CNCHD and will be a public record with the exception of material that is privileged or confidential. Contractor may retain a copy or other replica of such material for its own use as permitted by law.
- M. **NONDISCRIMINATION.** The parties will not discriminate against any individual based on age, gender, gender-preference, pregnancy, color, race, religion, national origin, or a disability that can be reasonably accommodated.
- N. **NOTICE.** A party will give notice to the other party by certified mail sent to the respective address given in this Contract or by an email acknowledged by the non-sending party.

- O. **RELATED CONTRACT.** Either party may enter a separate contract(s) for a service and/or deliverable related to this Contract. The other party will reasonably cooperate regarding such contract(s).
- P. **TERMINATION.** Either party may terminate this Contract upon 30 days' notice to the other party.
- Q. **THIRD PARTY BENEFICIARY.** The parties do not intend this Contract to create any third party beneficiary.
- R. **TIME.** Time is of the essence in performance of this Contract.
- S. **WAIVER.** If a party waives a breach by the other party of a provision of this Contract, it does not constitute a waiver of any prior or subsequent breach. Failure to object to a breach does not constitute a waiver.

Through its undersigned authorized representative(s), each party agrees to the provisions in this Contract.

**CITY OF CASPER/NATRONA COUNTY
HEALTH DEPARTMENT**

**BOYS AND GIRLS CLUB OF CENTRAL WYOMING,
INC.**

Christie Nelson, Chair Date
Natrona County Board of Health

Brenda Papp 8/29/22
Boys and Girls Club of Central Wyoming, Inc.

Anna Kinder, M.S. OTR/L Date
Executive Director

Approved as to form for CNCHD

Eric K. Nelson 8-15-22
Eric K. Nelson Date
Deputy Natrona County Attorney

EXHIBIT "A"

STATEMENT OF GRANT REQUIREMENTS/DELIVERABLES

- The Institute should enter into a contract with the Boys and Girls Club of Central Wyoming to provide the following deliverables in prevention in Natrona County by June 15, 2024:
 1. Attend and actively participate in the Casper-Natrona County Health Department's prevention initiatives and environmental strategies, which may include attendance and participation in meetings, providing input or data, or encouraging partners to contribute to prevention initiatives and environmental strategies within the period of performance as requested by CNCHD.
 2. Complete at least three (3) implementations of SMART Moves and Question Persuade Refer (QPR) curricula to fidelity.
 3. Appoint one (1) person to be responsible for grant administration, tracking, reporting and grant compliance.
 4. Reporting
 - Complete and submit quarterly reports:
 - a) October 10, 2022
 - b) January 10, 2023
 - c) April 10, 2023
 - d) July 10, 2023
 - e) October 10, 2023
 - f) January 10, 2024
 - g) April 10, 2024
 - h) June 10, 2024
 - Reports must include:
 - a. Number of participants
 - b. Demographics of participants
 - c. Aggregate pre/post surveys from each implementation
 - Reports documenting the deliverables, benchmarks and any other requirement will be submitted by the Grantee to CNCHD's Community Prevention Program Manager.
- Grantee will be paid monthly upon invoice, not to exceed twenty five thousand dollars (\$25,000.00). At least half of these funds totaling twelve thousand five hundred dollars (\$12,500.00) must be expended prior to June 15, 2023. Any funds unspent may be reallocated by CNCHD at that time. Invoices must be submitted to the Community Prevention Program Manager no later than the 10th of the following month.
- Grantee will utilize the grant funding for those activities specifically outlined in this exhibit and the agreed upon final submission of budget and application. Requests to redirect funding must be submitted in writing to the Community Prevention Program Manager. The Community Prevention Manager will indicate their approval or denial of such requests in writing to the grantee. Funds shall not be redirected or expenditures made until written approval is granted.

SUBRECIPIENT ENTITY CERTIFICATION FORM

Please complete all applicable sections of this form in accordance with organizational level details, systems and processes. This form should not be completed in relation to any specific subaward/subcontract. Authorized Official must sign the completed form.

ORGANIZATION LEGAL NAME: _____

OFFICIAL ADDRESS: _____

CITY: _____ STATE: _____ ZIP(+4): _____ - _____ COUNTRY: _____

ORGANIZATION TYPE: Select ALL that apply ☐ US DOMESTIC ☐ FOREIGN (NON-US)

☐ HIGHER EDUCATION ☐ SCHOOL DISTRICT (K-12) ☐ FOUNDATION ☐ NON-PROFIT

☐ PRIVATE INDUSTRY ☐ TRIBAL ENTITY ☐ FOREIGN GOVERNMENT ☐ STATE & LOCAL GOVERNMENT

☐ OTHER (Please describe): _____

FISCAL YEAR START & END DATES: _____ DUNS NUMBER: _____ EIN NUMBER: _____

Organization is registered in System for Award Management (S.A.M.)? ☐ YES & Expiration Date: _____ ☐ NO

(NOTE: Active S.A.M. registration is required for direct recipients and subrecipients of US federal funds per [2 CFR Part 25](#))

SECTION A – CERTIFICATIONS

1. Facilities and Administrative (F&A) Rates

- a. ☐ Organization has Federally-negotiated F&A rates (Please attach a copy of the rate agreement with this form)
- b. ☐ Organization does not have a Federally-negotiated rate and accepts either rate limitations governed by Prime Funding Agencies or the 10% de minimis MTDC rate as a Subrecipient per 2 CFR 200.414 (f)
- c. ☐ Other rates (please describe below the basis on which the rate has been calculated):

2. Fringe Benefit Rates

- a. ☐ Organization has Federally-negotiated fringe benefit rates (Please attach copy of rate agreement with this form)
- b. ☐ Organization uses Actual fringe benefit rates
- c. ☐ Other rates (please describe below the basis on which the rate has been calculated):

3. Conflict of Interest Compliance

a. Organization hereby certifies that it has an active and enforced policy on conflict of interest (COI) consistent with the provision of National Science Foundation (NSF) Proposal & Award Policies & Procedures Guide Chapter IX.A.

☐ YES, link to policy here or copy attached with this form: _____

☐ NO, Organization does not have an active and/or enforced policy consistent with NSF provision and hereby agrees, when receiving NSF funded subawards, to abide by [UW's COI policy](#).

b. Organization hereby certifies that it has an active and enforced policy on conflict of interest consistent with the provision of 42 CFR Part 50 Subpart F and 45 CFR Part 94. This regulation applies to all Public Health Service (PHS) agencies and certain Non-PHS Agencies.

☐ YES, link to policy here or copy attached with this form: _____

☐ NO, Organization does not have an active and/or enforced policy consistent with 42 CFR Part 50 Subpart F and 45 CFR Part 94 and hereby requests, when receiving subawards requiring compliance to these provisions, that our investigators be permitted to make financial interest disclosures to the UW in accordance with the UW's FCOI policy when required. Use of UW's FCOI policy requires prior written permission of the UW, which will be granted only in exceptional cases.

4. Debarment, Suspension, Proposed Debarment

☐ YES ☐ NO Is the Organization, any of its employees, and/or students currently debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities?

If YES, please describe below. NOTE: Subawards to any entity or individual included in the Federal Excluded Parties are prohibited:

If NO, Organization hereby certifies that it (please check ALL that apply):

- a. ☐ is not presently debarred, suspended, proposed for debarment or declared ineligible for award of federal contracts.
- b. ☐ is not presently indicted for, or otherwise criminally or civilly charged by a government agency.
- c. ☐ has not within three (3) years preceding, been convicted of or had a civil judgement rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or perform a public (federal, state, or local) contract or subcontract, violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property.
- d. ☐ has not within three (3) years preceding, had one or more contracts terminated for default by any federal agency.

5. Compliance – FOR US DOMESTIC ORGANIZATIONS ONLY

a. ☐ YES ☐ NO ☐ N/A Organization has adopted a written policy of nondiscrimination and a system for complying with U.S. federal civil rights requirements.

b. ☐ YES ☐ NO ☐ N/A If Organization enters into agreements for work or research to be performed outside of the U.S., the organization has systems in place to assure compliance with the Foreign Corrupt Practices Act or applicable local laws, including system to prevent and detect improper payments made to government officials to allow or procure work and research opportunities for or on behalf of Organization.

SECTION B – AUDIT STATUS

1. Does Organization receive an annual audit in accordance to Uniform Guidance (formerly OMB A-133) Single Audit requirements? ☐ YES ☐ NO

1a. If YES, please select ONE from the following:

☐ Audit for most recent fiscal year is completed. There were NO significant deficiencies, material weaknesses, questioned costs, or findings disclosed. A copy of this audit report is attached with this form or can be found at this link:

SUBRECIPIENT ENTITY CERTIFICATION FORM

☐ Audit for most recent fiscal year is completed. There were significant deficiencies, material weaknesses, questioned costs, or findings disclosed. A copy of this audit report is attached with this form or can be found at this link:

☐ Audit for most recent fiscal year is not completed. The report is expected to be completed by this date: _____
A copy of this report will be provided with written notification within 30 days of its completion. The previously completed audit report is attached with this form or can be found at this link:

1b. If NO, please complete the following as applicable to Organization:

- a. ☐ We are a US domestic organization not subject to the audit requirements of Uniform Guidance because we:
- 1) are a U.S. federal government agency ☐ Y ☐ N
 - 2) did not exceed \$750,000 or more in U.S. federal expenditures during the latest completed fiscal year ☐ Y ☐ N
 - 3) are a for-profit organization ☐ Y ☐ N
- b. ☐ We are a foreign (non-U.S. based) organization not subject to the audit requirements of Uniform Guidance and:
- 1) ☐ did not exceed \$750,000 or more in U.S. federal expenditures during the latest completed fiscal year
 - 2) ☐ did exceed \$750,000 or more in U.S. federal expenditures during the latest completed fiscal year

1c. Please select one below:

- a. ☐ We have completed a general financial audit or financial statement for the most recent fiscal year. A copy is attached with this form or can be found at this link: _____
- b. ☐ We have completed a program-specific audit or an audit meeting the requirements of Uniform Guidance on all our organization's U.S. federal expenditures. A copy is attached with this form or can be found at this link: _____
- c. ☐ We have not been audited by a U.S. government agency or an independent public auditing firm.
-

SECTION C – AUDIT QUESTIONNAIRE

Only organizations that answer NO to SECTION B, AUDIT STATUS must complete the following questions

1. General Information

- a. ☐ Yes ☐ No Organization has its financial statements reviewed or audited by an independent public accounting firm.
- b. ☐ Yes ☐ No Organization represents that it has not been the subject of a for-cause audit or similar investigation inquiry or review within the last two years by a government agency or independent public accountant.
- c. ☐ Yes ☐ No Responsibilities are separated between multiple persons within your organization so that no individual has complete authority over an entire financial transaction.
- d. ☐ Yes ☐ No Organization has effective controls to prevent expenditure of funds in excess of approved, budgeted amount.

2. Cash Management

- a. ☐ Yes ☐ No All cash disbursements within organization are fully documented with evidence of receipt of goods or performance of services
- b. ☐ Yes ☐ No Organization's bank accounts are reconciled monthly
- c. ☐ Yes ☐ No Organization has a cash forecasting process that will minimize the time elapsed between the drawing down of funds and the distribution of those funds

3. Payroll

- a. ☐ Yes ☐ No Payroll charges are checked against program budgets
- b. ☐ Yes ☐ No Organization has an effective system to control paid time charged to sponsored agreements. Please briefly describe or provide link to Organization's process:
-

4. Procurement

- A. ☐ Yes ☐ No Organization has procedures in place to ensure procurement at competitive prices.

Organization has an effective system for authorization and approval of:

- a. ☐ capital equipment expenditures
- b. ☐ travel expenditures
- c. ☐ vendor and subcontractor expenditures

5. Property Management

- A. ☐ Yes ☐ No Organization requires detailed records of individual capital assets kept and periodically balanced with general ledger accounts
- B. ☐ Yes ☐ No Organization has effective procedures for authorizing payment and accounting for the disposal of property and equipment
- C. ☐ Yes ☐ No Organization periodically conducts physical inventory against detailed property records
- D. ☐ Yes ☐ No Organization has written policies concerning capitalization, depreciation and overall management of capital assets. Please briefly describe or provide online link to policy here:
-

6. Cost Transfer

- A. ☐ Yes ☐ No Organization has a system to ensure that all cost transfers are legitimate and appropriate. Please briefly describe or provide online link to process here:
-

7. Cost Sharing

- A. ☐ Yes ☐ No Organization has an effective system for tracking and determining that it has met any cost sharing goals required for a project. Please briefly describe or provide online link to process here:
-

ORGANIZATION'S AUTHORIZED OFFICIAL REPRESENTATIVE APPROVAL

The information and certification above have been read, signed and made by an authorized office of the Organization named herein. The appropriate programmatic and administrative personnel involved in this application are aware of agency policies in regard to subawards and are prepared to establish the necessary inter-institutional agreements consistent with those policies.

Any work begun and/or expenses incurred prior to execution of a subaward agreement are at the Organizations own risk.

Signature of Organization's Authorized Official

Date

Name and Title of Authorized Official (Print)

Phone and Email

SUBRECIPIENT ENTITY CERTIFICATION FORM

Please complete all applicable sections of this form in accordance with organizational level details, systems and processes. This form should not be completed in relation to any specific subaward/subcontract. Authorized Official must sign the completed form.

ORGANIZATION LEGAL NAME: _____

OFFICIAL ADDRESS: _____

CITY: _____ STATE: _____ ZIP(+4): _____ - _____ COUNTRY: _____

ORGANIZATION TYPE: Select ALL that apply ☐ US DOMESTIC ☐ FOREIGN (NON-US)

☐ HIGHER EDUCATION ☐ SCHOOL DISTRICT (K-12) ☐ FOUNDATION ☐ NON-PROFIT

☐ PRIVATE INDUSTRY ☐ TRIBAL ENTITY ☐ FOREIGN GOVERNMENT ☐ STATE & LOCAL GOVERNMENT

☐ OTHER (Please describe): _____

FISCAL YEAR START & END DATES: _____ DUNS NUMBER: _____ EIN NUMBER: _____

Organization is registered in System for Award Management (S.A.M.)? ☐ YES & Expiration Date: _____ ☐ NO

(NOTE: Active S.A.M. registration is required for direct recipients and subrecipients of US federal funds per [2 CFR Part 25](#))

SECTION A – CERTIFICATIONS

1. Facilities and Administrative (F&A) Rates

- a. ☐ Organization has Federally-negotiated F&A rates (Please attach a copy of the rate agreement with this form)
- b. ☐ Organization does not have a Federally-negotiated rate and accepts either rate limitations governed by Prime Funding Agencies or the 10% de minimis MTDC rate as a Subrecipient per 2 CFR 200.414 (f)
- c. ☐ Other rates (please describe below the basis on which the rate has been calculated):

2. Fringe Benefit Rates

- a. ☐ Organization has Federally-negotiated fringe benefit rates (Please attach copy of rate agreement with this form)
- b. ☐ Organization uses Actual fringe benefit rates
- c. ☐ Other rates (please describe below the basis on which the rate has been calculated):

3. Conflict of Interest Compliance

a. Organization hereby certifies that it has an active and enforced policy on conflict of interest (COI) consistent with the provision of National Science Foundation (NSF) Proposal & Award Policies & Procedures Guide Chapter IX.A.

☐ YES, link to policy here or copy attached with this form: _____

☐ NO, Organization does not have an active and/or enforced policy consistent with NSF provision and hereby agrees, when receiving NSF funded subawards, to abide by [UW's COI policy](#).

SUBRECIPIENT ENTITY CERTIFICATION FORM

b. Organization hereby certifies that it has an active and enforced policy on conflict of interest consistent with the provision of 42 CFR Part 50 Subpart F and 45 CFR Part 94. This regulation applies to all Public Health Service (PHS) agencies and certain Non-PHS Agencies.

☐ YES, link to policy here or copy attached with this form: _____

☐ NO, Organization does not have an active and/or enforced policy consistent with 42 CFR Part 50 Subpart F and 45 CFR Part 94 and hereby requests, when receiving subawards requiring compliance to these provisions, that our investigators be permitted to make financial interest disclosures to the UW in accordance with the UW's FCOI policy when required. Use of UW's FCOI policy requires prior written permission of the UW, which will be granted only in exceptional cases.

4. Debarment, Suspension, Proposed Debarment

☐ YES ☐ NO Is the Organization, any of its employees, and/or students currently debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities?

If YES, please describe below. NOTE: Subawards to any entity or individual included in the Federal Excluded Parties are prohibited:

If NO, Organization hereby certifies that it (please check ALL that apply):

- a. ☐ is not presently debarred, suspended, proposed for debarment or declared ineligible for award of federal contracts.
- b. ☐ is not presently indicted for, or otherwise criminally or civilly charged by a government agency.
- c. ☐ has not within three (3) years preceding, been convicted of or had a civil judgement rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or perform a public (federal, state, or local) contract or subcontract, violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property.
- d. ☐ has not within three (3) years preceding, had one or more contracts terminated for default by any federal agency.

5. Compliance – FOR US DOMESTIC ORGANIZATIONS ONLY

- a. ☐ YES ☐ NO ☐ N/A Organization has adopted a written policy of nondiscrimination and a system for complying with U.S. federal civil rights requirements.
- b. ☐ YES ☐ NO ☐ N/A If Organization enters into agreements for work or research to be performed outside of the U.S., the organization has systems in place to assure compliance with the Foreign Corrupt Practices Act or applicable local laws, including system to prevent and detect improper payments made to government officials to allow or procure work and research opportunities for or on behalf of Organization.

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1a. If YES, please select ONE from the following:

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1b. If NO, please complete the following as applicable to Organization:

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- 1) are a U.S. federal government agency ☐ Y ☐ N
 - 2) did not exceed \$750,000 or more in U.S. federal expenditures during the latest completed fiscal year ☐ Y ☐ N
 - 3) are a for-profit organization ☐ Y ☐ N
- b. ☐ We are a foreign (non-U.S. based) organization not subject to the audit requirements of Uniform Guidance and:
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1c. Please select one below:

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-
- c. ☐ We have not been audited by a U.S. government agency or an independent public auditing firm.
-

SECTION C – AUDIT QUESTIONNAIRE

Only organizations that answer NO to SECTION B, AUDIT STATUS must complete the following questions

1. General Information

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- b. ☐ Yes ☐ No Organization represents that it has not been the subject of a for-cause audit or similar investigation inquiry or review within the last two years by a government agency or independent public accountant.
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- d. ☐ Yes ☐ No Organization has effective controls to prevent expenditure of funds in excess of approved, budgeted amount.

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7. Cost Sharing

- A. ☐ Yes ☐ No Organization has an effective system for tracking and determining that it has met any cost sharing goals required for a project. Please briefly describe or provide online link to process here:
-

ORGANIZATION'S AUTHORIZED OFFICIAL REPRESENTATIVE APPROVAL

The information and certification above have been read, signed and made by an authorized office of the Organization named herein. The appropriate programmatic and administrative personnel involved in this application are aware of agency policies in regard to subawards and are prepared to establish the necessary inter-institutional agreements consistent with those policies.

Any work begun and/or expenses incurred prior to execution of a subaward agreement are at the Organizations own risk.

Signature of Organization's Authorized Official

Date

Name and Title of Authorized Official (Print)

Phone and Email

**CITY OF CASPER/NATRONA COUNTY HEALTH DEPARTMENT CONTRACT FOR
COMMUNITY PREVENTION PROGRAM SERVICES**

1. **PARTIES.** The parties to this Contract are CITY OF CASPER/NATRONA COUNTY HEALTH DEPARTMENT (“CNCHD”) and Casper Pride, a nonprofit Corporation, (“Contractor”). The parties’ respective contact information is:

CITY OF CASPER/NATRONA COUNTY
HEALTH DEPARTMENT
475 S Spruce ST
Casper, WY 82601

CASPER PRIDE
PO Box 335
Casper, WY 82602

2. **PURPOSE OF CONTRACT.** The purpose of this Contract is to provide Community Prevention Program services. In consideration of the provisions herein, the parties agree to this Contract.
3. **EFFECTIVE DATE AND TERM OF CONTRACT.** This Contract becomes effective upon the date of the last required signature. This Contract expires on June 15, 2024.
4. **CONTRACTOR’S OBLIGATIONS.**
- A. **STATEMENT OF WORK.** See Exhibit A, *Statement of Grant Requirements/Deliverables*.
- B. **EQUIPMENT, FACILITY, MATERIAL, SUPPLIES, AND STAFF.** Contractor will provide equipment, facility, material, supplies, and staff necessary to perform its obligations.
5. **PAYMENT.** See Exhibit A for amount of payment.
- A. CNCHD will pay Contractor for invoiced amounts with applicable supporting documents that CNCHD’s Program Manager approves.
- B. CNCHD will pay Contractor monthly for the approved amounts of invoices submitted no later than the 10th of the following month. CNCHD will pay approved amounts of invoices submitted after the 10th of the month with CNCHD’s next payment cycle.
6. **STANDARD PROVISIONS.**
- A. **GOVERNMENTAL IMMUNITY.** CNCHD does not waive and specifically retains all immunity provided by the Wyoming Governmental Claims Act, Wyo. Stat. §§ 1-39-101, et seq., and all other immunity and the right to assert immunities as a defense.
- B. **AMENDMENT.** Any change to this Contract must be in writing signed and dated by both parties.
- C. **APPLICABLE LAW AND VENUE.** The laws of the State of Wyoming govern the interpretation and enforcement of this Contract. The courts in the State of Wyoming have jurisdiction over this Contract and the parties. A court in Natrona County, Wyoming is the proper venue for any legal action involving this Contract.
- D. **ASSIGNMENT AND COLLATERAL.** The parties will not assign, transfer any right, or delegate any responsibility of this Contract nor use this Contract as collateral without prior written consent of the other party.

- E. **AUDIT.** If one party authorizes an audit that includes this Contract, the other party will cooperate with the auditor and provide its records related to this Contract to the auditor as requested.
- F. **AVAILABILITY OF FUNDS.** This Contract is contingent upon the availability of funds to CNCHD. If such funds are not available, CNCHD may terminate this Contract upon reasonable notice. Neither party will be liable for any alleged damage resulting from such termination. CNCHD must not claim unavailability of funds in order to acquire similar services from a third party. This provision does not affect the liability, indemnification, and insurance provisions.
- G. **COMPLIANCE WITH LAWS.** Both parties will be aware of and comply with all applicable federal, state, and local laws and regulations in performance with this Contract.
- H. **ENTIRE CONTRACT.** This three page document and Attachment A contain the entire agreement between the parties regarding the subject of this Contract and supersede all prior written and oral communications.
- I. **FORCE MAJEURE.** A party will not be liable for failure to perform in accordance with this Contract if such failure to perform arises out of a cause beyond the party's control and with no fault or negligence of the nonperforming party. Such causes may include, but are not limited to, an act of a public enemy, epidemic disease, earthquake, fire, flood, freight embargo, quarantine, and unusually severe weather. This provision is effective only if the nonperforming party takes reasonable steps to minimize effects of its nonperformance.
- J. **HEADINGS.** Headings in this Contract are for reference only and must not be used to construe any part of this Contract.
- K. **INDEMNIFICATION.** Each party is responsible for liability arising from its own conduct and associated legal fees, costs, and damages. Neither party indemnifies the other. Each party's insurance is prohibited from subrogating against the other party.
- Q. **INDEPENDENT ENTITY.** Each party is an independent entity and solely responsible for its own actions, debts, and other liabilities. Neither party will incur any debt or other liability on behalf of the other party.
- L. **MATERIAL PREPARED PURSUANT TO CONTRACT.** All finished and unfinished material prepared by Contractor pursuant to this Contract is the property of CNCHD and will be a public record with the exception of material that is privileged or confidential. Contractor may retain a copy or other replica of such material for its own use as permitted by law.
- M. **NONDISCRIMINATION.** The parties will not discriminate against any individual based on age, gender, gender-preference, pregnancy, color, race, religion, national origin, or a disability that can be reasonably accommodated.
- N. **NOTICE.** A party will give notice to the other party by certified mail sent to the respective address given in this Contract or by an email acknowledged by the non-sending party.
- O. **RELATED CONTRACT.** Either party may enter a separate contract(s) for a service and/or deliverable related to this Contract. The other party will reasonably cooperate regarding such contract(s).

- P. **TERMINATION.** Either party may terminate this Contract upon 30 days' notice to the other party.
- Q. **THIRD PARTY BENEFICIARY.** The parties do not intend this Contract to create any third party beneficiary.
- R. **TIME.** Time is of the essence in performance of this Contract.
- S. **WAIVER.** If a party waives a breach by the other party of a provision of this Contract, it does not constitute a waiver of any prior or subsequent breach. Failure to object to a breach does not constitute a waiver.

Through its undersigned authorized representative(s), each party agrees to the provisions in this Contract.

**CITY OF CASPER/NATRONA COUNTY
HEALTH DEPARTMENT**

CASPER PRIDE

Christie Nelson, Chair Date
Natrona County Board of Health



Casper Pride Date 9-5-22

Anna Kinder, M.S. OTR/L Date
Executive Director

Approved as to form for CNCHD



Eric K. Nelson Date 8-15-22
Deputy Natrona County Attorney

EXHIBIT "A"

STATEMENT OF GRANT REQUIREMENTS/DELIVERABLES

- The Institute should enter into a contract with Casper Pride to provide the following deliverables in prevention in Natrona County by June 15, 2024:
 1. Attend and actively participate in the Casper-Natrona County Health Department's prevention initiatives and environmental strategies, which may include attendance and participation in meetings, providing input or data, or encouraging partners to contribute to prevention initiatives and environmental strategies within the period of performance as requested by CNCHD.
 2. Provide quarterly substance free events, offer at least two trainings per month for providers, provide two annual, professional LGBTQ+ suicide prevention trainings, and outreach and communication to providers about Pride Guide and associated trainings to drive alcohol, tobacco, drug and suicide prevention. All trainings and materials must be evidence based, from reliable sources and implemented to fidelity.
 3. Appoint one (1) person to be responsible for grant administration, tracking, reporting and grant compliance.
 4. Reporting
 - Complete and submit quarterly reports:
 - a) October 10, 2022
 - b) January 10, 2023
 - c) April 10, 2023
 - d) July 10, 2023
 - e) October 10, 2023
 - f) January 10, 2024
 - g) April 10, 2024
 - h) June 10, 2024
 - Reports must include:
 - a. Number of participants/providers
 - b. Demographics of participants
 - c. Aggregate pre/post surveys and evaluations
 - d. Training logs
 - e. Analytics from social media, web and media campaign
 - Reports documenting the deliverables, benchmarks and any other requirement will be submitted by the Grantee to CNCHD's Community Prevention Program Manager.
- Grantee will be paid monthly upon invoice, not to exceed thirty four thousand three hundred dollars (\$34,300.00). At least half of these funds totaling seventeen thousand one hundred and fifty dollars (\$17,150.00) must be expended prior to June 15, 2023. Any funds unspent may be reallocated by CNCHD at that time. Invoices must be submitted to the Community Prevention Program Manager no later than the 10th of the following month.

- Grantee will utilize the grant funding for those activities specifically outlined in this exhibit and the agreed upon final submission of budget and application. Requests to redirect funding must be submitted in writing to the Community Prevention Program Manager. The Community Prevention Manager will indicate their approval or denial of such requests in writing to the grantee. Funds shall not be redirected or expenditures made until written approval is granted.

SUBRECIPIENT PROJECT CERTIFICATION FORM

SUBRECIPIENT ORGANIZATION LEGAL NAME: _____

SUBRECIPIENT PI: _____ UW PI: _____

PRIME AWARDING AGENCY: _____ SUBAWARD No.: _____

PROJECT TITLE: _____

SUBAWARD AMOUNT: \$ _____ PROJECT PERIOD START DATE: _____ END DATE: _____

PROJECT CERTIFICATIONS

1. **Human Subjects:** Will the project involve interaction with Human Subjects, or identifiable data or specimen from human subjects? ☐ YES ☐ NO **Approval Date:**

If "YES," provide a copy of IRB approval with this form prior to execution of the subaward agreement. In addition, if NIH funding is involved, all key personnel engaged in human subjects research must take the required NIH human subjects training.

2. **Animal Subjects:** Will the project involve the use of vertebrate animals?

☐ YES ☐ NO **Approval Date:**

If "YES," provide a copy of IACUC approval with this form prior to execution of the subaward agreement.

3. **Stem Cells:** Will this project involve the use and/or creation of human embryonic stem cells?

☐ YES ☐ NO **Approval Date:**

If "YES," provide a copy of Stem Cell approval with this form prior to execution of the subaward agreement.

4. **Cost Sharing/Matching/In-Kind:** Will the subaward involve Cost Sharing, Matching, and/or In-Kind as part of Subrecipient involvement in the project? ☐ YES ☐ NO **Amount:** \$

If "YES," provide specific amount and justification in subrecipient's budget.

5. **Equipment:** Will this project involve purchase or use of equipment? ☐ YES ☐ NO

If "YES," select applicable: ☐ Purchase of Equipment ☐ Use of Sponsor/Government Furnished Equipment

6. **Ethics in Research Training (applicable to projects funded by NSF):**

☐ This project is not being funded by NSF.

☐ Subrecipient Organization hereby certifies that it will ensure all undergraduates, graduate students, and postdoctoral researchers who will be supported by NSF funding will be trained on the oversight in the responsible and ethical conduct of research as required under the "America COMPETES Act."

The information and certifications above have been read, signed, and made by an authorized official of the Subrecipient named herein. The appropriate programmatic and administrative personnel involved in this application are aware of prime sponsor's policy concerning subawards and are prepared to establish the necessary inter-institutional agreements consistent with those policies. **Any work and/or expenses incurred prior to execution of a subaward agreement are at the Subrecipient's own risk.**

Signature of Subrecipient's Authorized Official

Date

Name and Title

Email and Phone

Subaward Agreement Amendment			
Prime Recipient University of Washington (UW)		Subrecipient City of Caspar – Natrona County Health Department	
UW Principal Investigator (PI): David Spach		Subrecipient Principal Investigator (PI): Anna Kinder	
Award No: 5 U1OHA2926-08-00	Awarding Agency: HRSA	Subaward No.: UWSC11536	
Project Title: Mountain West AIDS Education and Training Center			
Subaward Period of Performance: Start Date: 7/01/2019 End Date: 6/30/2023	Amount Funded This Action: \$99,753	Amendment No: 3	Purchase Order No: BPO68294
Amendment Effective Date: 8/19/2022	Total Amount of Funds Obligated to date: \$382,853		Subject to FFATA <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Amendment(s) to Original Terms and Conditions This Amendment revises the above-referenced Subaward Agreement as follows:			
<p>Action:</p> <p>The Subaward Period of Performance is hereby extended to June 30, 2023.</p> <p>The termination date of “June 30, 2022” should be changed to “June 30, 2023.”</p> <p>The Subaward Amount Funded this Action is increased \$99,753.</p> <p>The cumulative total of “\$283,100” should be changed to “\$382,853.”</p> <p><i>The amount presently available for payment is \$99,753 for the budget period July 1, 2022 through June 30, 2023. Carryforward of funds from previous period is restricted and requires prior approval.</i></p> <p>Attachment 5, Scope of Work, is amended to add to the existing Scope of Work.</p> <p>The BPO number has changed from BPO60323 to BPO68294.</p> <p>The budget for the increased funding is attached and hereby appended to this Amendment “Attachment 5.”</p> <p>The following clauses are attached and hereby appended to Attachment 1 Prime Award Terms and Conditions.</p> <p>Training Materials Review/Clearance Process: AIDS Education and Training Center (AETC) training materials must be submitted to HRSA HAB in accordance with the AETC Program Training Materials Review and Clearance Process Guide.</p>			
All other terms and conditions of this Subaward Agreement remain in full force and effect.			
By an Authorized Official of Prime Recipient:		By an Authorized Official of Subrecipient:	
Name:	Date:	Name:	Date:
Title: Subaward Administrator, OSP		Title:	

ATTACHMENT 5

Subaward Agreement

STATEMENT OF WORK

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

The Wyoming AETC in Casper, WY hereby agrees to complete the following scope of work for the Mountain West AIDS Education and Training Center (MWAETC) based at the University of Washington in Seattle, WA. This subcontract award is \$99,753 for the 12-month period of 7/1/2022 – 6/30/2023. The goal of the project is to provide education, training, and capacity building to health care professionals (HCP) and agencies serving people living with HIV or individuals at high risk for HIV infection.

Needs Assessment:

- Assess the HIV training and capacity building needs of targeted health care professionals and agencies in your region and develop a needs-based work plan.

Programming:

- Conduct a TOTAL of 55 training and capacity building events (separated below by modality and funding stream and detailed in an RP work plan).
- For events that leverage more than one funding stream, such as CORE and MAI. Please indicate the number of events in parentheses (#) in the corresponding column of the secondary funding stream. This information is included in the RP work plan:

Training Modality	CORE	MAI	PTP	IPE	EHE	TOTAL
Didactic Trainings	6	2	2			10
Interactive Trainings	13	2	4			19
Preceptorships	3	0	1			4
Clinical consultations	6	1	2			9
Communities of practice	5	1	2			8
Capacity building activities (CBA)	14	2	12			28
						78

ATTACHMENT 5
Subaward Agreement
STATEMENT OF WORK

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

MWAETC Subcontractor/Regional Partner Guidelines and Monitoring Policy

Subcontractors/Regional Partners (RP) with the University of Washington Mountain West AIDS Education and Training Center (MWAETC) agree to engage in the following activities as part of the MWAETC subcontractor monitoring process and as a condition of funding:

- Represent the MWAETC on local or state Ryan White HIV planning councils, cross-part QM groups, and/or other applicable committees.
- Engage with State Departments of Health and Statewide Needs Assessment processes and initiatives to determine priorities and needs-based training and capacity building activities.
- Develop a work plan and scope of work based on identified needs and priorities in the state or region.
- Obtain work plan and practice transformation site concurrence letters from State Ryan White Part B Directors, and local Part A Directors if in a jurisdiction that receives Part A funding.
- Develop and monitor a budget reflective of the scope of work.
- Collect required training and evaluation process and outcome data in a timely manner using the MWAETC database for data submission; contribute to all outcome evaluation activities as required.
- Provide monthly data, status updates, and other requested information to the MWAETC by requested due dates for marketing, cooperative agreement, and progress report-writing purposes.
- Submit invoices in a timely manner, preferably monthly and no less often than quarterly.
- Review quarterly data reports produced by the MWAETC evaluation team to inform program activities.
- Submit any materials developed for public posting or distribution for MWAETC and HRSA review as appropriate.
- Participate in monthly check-in calls with the Program Manager to assess progress in meeting scope of work deliverables and solicit technical assistance, if needed.
- Attend monthly regional video conference calls with other Regional Partners and Regional Office staff.
- Send representatives to the annual MWAETC Faculty Development/Regional Meeting.
- Participate in two (2) site visits between the period of July 1, 2019 and June 30, 2024 (current cooperative agreement period) to assess progress and performance of training and needs assessment activities. These site visits include assessment of each RP's performance in the following 14 areas:
 1. Staffing, hiring, and training
 2. Diversity, equity and inclusion practices
 3. Needs assessment (participation in regional needs assessment)
 4. Accountability/meeting targets (by level and discipline)
 5. Marketing programs & effectiveness
 6. Special efforts to reach target groups (clinicians, MAI, low-volume, FQHC-based, novice, etc.)
 7. Evaluation (participation in regional procedures to evaluate program outcomes)
 8. Practice transformation and other capacity-building programs
 9. Efforts to ensure good management of program resources
 10. Fiscal management
 11. Efforts to build training capabilities and ensure training effectiveness
 12. Enduring materials produced or used, including how these are reviewed
 13. Efforts to ensure cultural humility and inclusion
 14. Timeliness and completeness of data and report submissions to the Regional Office

In each area, the RP will receive feedback on current strengths, challenges, and recommendations for improvement. Additional technical assistance can also occur during site visits, as needed.

ATTACHMENT 5**Cost Reimbursement Subaward Agreement****Budget**

Direct Costs \$92,364

Indirect Cost Rate (IDC) of 8%

☐ TDC☒ MTDC☐ Other

Indirect Costs \$7,389

De Minimis rate applied? ☐

(Check if YES)

TOTAL COSTS \$99,753

PERSONNEL			Salary/ Fringe	CORE	PTP	MAI	TOTAL
Staff Name/Role (% FTE on AETC budget)							
AETC Coordinator, .94 FTE	Salary		\$42,363.36	\$25,418	\$10,591	\$6,355	\$42,363
	Fringe		45.00%	\$11,438	\$4,766	\$2,860	\$19,064
AETC Manager, .10 FTE	Salary		\$6,708.00	\$4,025	\$1,677	\$1,006	\$6,708
	Fringe		45.00%	\$1,811	\$755	\$453	\$3,019
	Salary		\$0	\$0	\$0	\$0	\$0
	Fringe		\$0	\$0	\$0	\$0	\$0
Total Salary			\$49,071.36	\$29,443	\$12,268	\$7,361	\$49,071
Total Fringe			\$22,082	\$13,249	\$5,521	\$3,312	\$22,082
TOTAL SALARY + FRINGE			\$71,153	\$42,692	\$17,788	\$10,673	\$71,153
SERVICE CONTRACTS (honoraria, personal service contracts)							
IT TeamNetworks			900	\$540	\$135	\$225	\$900
							\$0
							\$0
SUBTOTAL SERVICE CONTRACTS							\$900
TRAVEL							
Training Related Travel			6000	\$3,600	\$1,500	\$900	\$6,000
Regional Meeting			4000	\$2,400	\$1,000	\$600	\$4,000
Faculty Development			4000	\$2,400	\$1,000	\$600	\$4,000
							\$0
							\$0
SUBTOTAL TRAVEL							\$14,000
SUPPLIES							
Training Supplies			3560	\$2,136	\$890	\$534	\$3,560
							\$0
SUBTOTAL SUPPLIES							\$3,560
EQUIPMENT (Not subject to indirect)							
(ONLY if item is \$5000 or more)							\$0
							\$0
SUBTOTAL EQUIPMENT							\$0
RENT (Not subject to indirect)							
							\$0
OTHER EXPENSES							
Training and Meeting Expenses				\$0	\$0	\$0	\$0
Postage / Fed Ex			500	\$300	\$125	\$75	\$500
Copying/Printing			500	\$300	\$125	\$75	\$500
Software Licenses (Adobe, WinZip)			500	\$300	\$125	\$75	\$500
Phone / Internet / Network			750	\$450	\$188	\$113	\$751
Marketing Software (Survey Monkey, Constant Contact, Doodle)			500	\$300	\$125	\$75	\$500
Other							\$0
SUBTOTAL OTHER EXPENSES			\$92,363.47				\$2,751
DIRECT COST			\$92,363.47	\$55,418	\$23,001	\$13,945	\$92,364
INDIRECT COST (8% MTDC) *			7389.08	\$4,433	\$1,840	\$1,116	\$7,389
TOTAL COST			\$99,752.55	\$59,852	\$24,841	\$15,060	\$99,753

*Not to exceed per sponsor limitation.

CITY OF CASPER
CONTRACTORS' LICENSING AND APPEALS BOARD
September 15th 2022

MEMBERS PRESENT: Andrew Elston, Steven Walkin, Adam Hall, Ian Alvstad

CITY COUNCIL: LISA ENGBRETSSEN – Not present

CITY STAFF: DAN ELSTON DEEANN MILLER

CALL MEETING TO ORDER – 4:01 PM

MONTHLY REPORT UPDATE –

Below is a breakdown of 14 commercial projects that are in progress:

- Visual Arts (Casper College) Final finish's in process, inspection for equipment installation today. Final inspection next week.
- Alder Park Apartments, 59 units (Tranquility Way) Framing, interior rough in for M.E.P.
- LDS Temple Foundation (3011 Independence Dr.) Foundation grade beams complete. Site work in progress. The modules delivery has begun, 11 of 25 modules delivered, setting up by Oct. 30th.
- LDS Ancillary Building (3001 Independence Dr.) Interior finish in process.
- State Office Maintenance Bld. (444 W. Collins) Final inspection Friday 9-16 -2022
- Liberty Square Apartment Complex, 60 units (1100 S. Beverly) Bld. A and B, framing in process, underground plumbing in process Bld. B. Framing in process on Community Bld.
- M Building Phase II (234 E. 1st St. former Wells Fargo) final finish's in process.
- Wal-Mart East Interior Remodel (4400 E. 2nd St.) All phases of construction in process.
- Casper College Gate Way Bld. HVAC Upgrades (Casper College Campus) In process.
- Casport Mint, Helical Piers only (170 Star Lane) Helical piers for phase II in process. Waiting for drawings for plan review.
- La Cocina Restaurant (4110 Centennial Hills) On Hold for re-design
- Buckle Store (555 Newport Dr, Old Pier One) Final Finish's in process
- Nolan Phase II (S. David) Site Utilities in process
- Realty Offices (Old Kings Corner, S. Beech) Drywall in process

Completed Projects:

- Scooters Coffee (1151 CY Ave.) T.C.O. for training
- Buffalo Bean Coffee (2925 CY Ave.)
- Boom Town Blast (Sunrise Mall)
- Paradise Valley School (Magnolia) Mechanical upgrades
- University Park Scholl (Huber Dr.) Mechanical upgrades
- Manor Heights School (3201 E 15th St.) Mechanical upgrades

Plans Submitted for Approval:

- Core/Shell Building (Next to Marshals, Newport Rd.)
- Wyoming Food for Thought (Old North Casper School)
- Casport Mint (170 Star Lane) Architectural drawings submitted for review.
- Old Flour Bin (260 W 1st St) Plans submitted for review. Tandem Const.

NEW BUSSINESS:

LICENSE APPLICATIONS –

GENERAL CONTRACTORS:

William Kalista – Haley Dean LLC - Class I General Contractor – Approved to
test

Dan Sabrosky – High Desert Trucking – Class I General Contractor – Approved
to test

John Thibodeaux – J1 Renovations – Class III General Contractor – Approved to
test

PLUMBING APPLICATIONS:

Gram Humphrey – Journeyman Plumber - Approved

COMPLAINTS – None at this time

UNSAFE STRUCTURES ORDINANCE – Unsafe Structure at 1014 w 11th was
presented to the board.

ADJOURN –

Respectfully submitted,

Dan Elston, Secretary

Hello Friends!!

On behalf of Wyoming Child and Family Development; Casper Early Head Start, Casper B Head Start, and Mills Head Start, we would like to invite you to our open house to see the different centers in town and what we do to support Early Childhood Education and Learning. As most people know birth to 5 is an important stage in a child's life, it helps them learn social and emotional skills, cognitive skills, physical and gross motor skills. This helps them be successful in school and life. Many don't realize the importance of Early Childhood Education and we would like to show you what we do and why it is important. Often our profession gets pushed to the back as if it's not important, but it really is. Please join us for our open house to see what we do and how we do it. You can visit either one of our locations or all of them. Early Head Start is Birth to 3 and Head Start is 3-5. We look forward to seeing you.

Thank you,

Wyoming Child and Family Development Casper Staff



DROP BY OUR OPEN HOUSE!

October 7, 2022
9:00 a.m.-10:30 a.m.

Come visit one or all our
Casper Locations

Early Head Start
160 N. Washington

Mills Head Start
4980 W. Buick St

Casper Head Start
301 West B St.