

# Campbell County CARE Board AGENDA

SPECIAL MEETING -

**August 26, 2021 @ 10:00 a.m.**

Courthouse Commissioners Conference Room or Virtual via Teams (link provided below)

**Join on your computer or mobile app**

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## **OUR MISSION:**

“Reduce poverty by allocating resources to support human service agencies.”

### **New Business**

CSBG Contract Discussion

### **ADJOURN**

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

1. **Parties.** The parties to this Contract are Wyoming Department of Health, Public Health Division (Agency), whose address is: 122 West 25<sup>th</sup> Street, Third Floor West, Cheyenne, Wyoming 82002, and Campbell County (Subrecipient), whose address is: 500 South Gillette Avenue, Suite 1100, Gillette, Wyoming 82716. This Contract pertains to the Community Services Program.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Subrecipient shall provide funding and oversight of the Community Services Block Grant (CSBG) program in Campbell County, Wyoming to assist low-income individuals and families with activities and supportive services that empower them to overcome the effects of poverty and to support their progress toward greater self-sufficiency.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from October 1, 2021, or Effective Date, whichever is later, through November 15, 2022. All services shall be completed during this term. The period of performance with which Subrecipient must spend grant funds runs through September 30, 2022.
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 two hundred twenty-five thousand, five hundred eighty-six dollars (\$225,586.00). An initial one-twelfth (1/12th) payment shall be made upon execution of the Contract in the amount of eighteen thousand, seven hundred ninety-eight dollars and eighty-three cents (\$18,798.83). Thereafter, Subrecipient will send a monthly invoice to the Agency for the prior month of services. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.
  - B. The maximum amount of federal funds provided under CFDA# 93.569 shall not exceed two hundred twenty-five thousand, five hundred eighty-six dollars (\$225,586.00).
  - C. 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.

- D. Except as otherwise provided in this Contract, the Subrecipient shall pay all costs and expenses, including travel, incurred by Subrecipient or on its behalf in connection with Subrecipient's performance and compliance with all of Subrecipient's obligations under this Contract.

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

- A. Provide the services described in Attachment A, Statement of Work.

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

- A. Pay Subrecipient in accordance with Section 4 above.
- B. Recognize this Contract is subject to the FFY 2021 Wyoming CSBG State Management Plan and the Subrecipient's FFY 2021 CSBG Application, both of which shall be available for review at the Agency and are incorporated into this Contract by this reference.
- C. Consult with the Subrecipient, as necessary, regarding the requirements of this Contract.
- D. Monitor and evaluate the Subrecipient's compliance with the conditions set forth in this Contract.
- E. Provide training and technical assistance as necessary.

7. **Special Provisions.**

- A. **Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance.
- B. **Environmental Policy Acts.** Subrecipient agrees all activities under this Contract will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Contract may be terminated without penalty if a private entity that receives funds under this Contract:
  - (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;

- (ii) Procures a commercial sex act during the period of time that the award is in effect; or
  - (iii) Uses forced labor in the performance of the award or subawards under the award.
- D. **Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Contract without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- E. **Limitations on Lobbying Activities.** By signing this Contract, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its sub-subrecipients in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- F. **Monitoring Activities.** Agency shall have the right to monitor all activities related to this Contract that are performed by Subrecipient or its sub-subrecipients. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe personnel in every phase of performance of Contract related work.
- G. **Nondiscrimination.** The Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract. Federal law requires the Subrecipient to include all relevant special provisions of this Contract in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each sub-subrecipient.
- H. **No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either party.
- I. **Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by

or for the Subrecipient and related to the services and work to be performed under this Contract, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.

- J. Suspension and Debarment.** By signing this Contract, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.
- K. Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; Subtitle B of Public Law 105-285, the “Community Services Block Grant Act”; C.F.R. Title 45, Part 96, Subpart I; the U.S. Department of Health and Human Services 2020 Poverty Guidelines, which are incorporated into this Contract by this reference; 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.
- Q. Construction Prohibitions.** Subrecipient agrees this Contract, unless superseded by program-specific regulations, may not be used for construction or the purchase of land.
- R. Drug-Free Workplace Requirement.** Subrecipient agrees to maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. The Subrecipient agrees to notify the Agency if an employee is convicted of violating a criminal drug statute so the Agency can notify its federal funding source in a timely manner. Failure to comply with these requirements may be cause for debarment.
- S. Pro-Kids Act of 1994.** Subrecipient agrees to not permit smoking in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of eighteen (18), if the services are funded by CSBG or any other Federal programs whether directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

The above language must be included in any subcontracts that contain provisions for children's services and all sub-subrecipients shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to one thousand dollars (\$1,000.00) per day.

- T. Purchase of American-Made Equipment.** Subrecipient agrees that, to the greatest extent practicable, all equipment and products purchased with CSBG funding should be American-made.

- U. **Religious Activities.** The Subrecipient and any sub-subrecipient shall not use the CSBG funding to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under this program.
- V. **Whistleblower Protection Act.** Pursuant to 41 U.S.C. § 4712, an employee of any non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate for misconduct), a court or grand jury, the head of a federal agency, or their representatives, information that the employee reasonably believes is evidence of:
- (i) Gross mismanagement of a federal contract or grant relating to covered funds;
  - (ii) A gross waste of covered funds;
  - (iii) A substantial and specific danger to public health or safety related to the implementation or use of covered funds;
  - (iv) An abuse of authority related to the implementation or use of covered funds; or
  - (v) A violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

8. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

- C. **Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Subrecipient shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. **Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Contract. The Subrecipient shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Contract. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. **Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. **Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract or may award contracts to other Subrecipients for work related to this Contract. The Subrecipient shall cooperate fully with other Subrecipients and the Agency in all such cases.
- G. **Compliance with Laws.** The Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Contract.
- H. **Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Contract shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Contract, Subrecipient shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.



- I. **Entirety of Contract.** This Contract, consisting of eleven (11) pages; and Attachment A, Statement of Work, consisting of three (3) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- J. **Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.
- K. **Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.
- L. **Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. **Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. **Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Subrecipient shall be free from control or direction over the details of the performance of services under this Contract. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Contract.

- O. **Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- P. **Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Contract. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.
- Q. **Patent or Copyright Protection.** The Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Subrecipient or its sub-subrecipients will violate any such restriction. The Subrecipient shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- R. **Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- S. **Insurance Requirements.** 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. If at any time during the performance of this Contract, in the opinion of the Agency, the work is not progressing satisfactorily or within the terms of this Contract, then, at the discretion of the Agency and after written notice to the Subrecipient, the Agency may terminate this Contract or any part of it. As of the termination date, the Subrecipient will be entitled to a pro rata payment for all work accomplished and accepted by the Agency; however, the Subrecipient shall be liable to the Agency for the entire cost of replacement services for the duration of the Contract term.
- 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. The Subrecipient's failure to deliver, either personally or via US Mail, postage prepaid, the originally signed counterpart to the Agency within five (5) business days shall be considered a material breach or may result in immediate termination of this Contract by 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, Interim Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stephanie Pyle, MBA  
Senior Administrator, Public Health Division

\_\_\_\_\_  
Date

**SUBRECIPIENT:  
Campbell County**

\_\_\_\_\_  
Robert Maul, Chairman

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Tyler M. Renner, Senior Assistant Attorney General

\_\_\_\_\_  
Date

**ATTACHMENT A**  
**STATEMENT OF WORK**  
**Community Services Block Grant**

**General Description**

This document is intended as a Statement of Work (SOW) to identify and describe projects to be performed through the Community Services Block Grant in Campbell County, Wyoming during the term of this Contract. The goal of the program is to provide activities and supportive services to low-income individuals and families that empower them to overcome the effects of poverty and to support their progress toward greater self-sufficiency.

**Responsibilities of Subrecipient**

Campbell County (Subrecipient) agrees to:

- A. State Management Plan and Application.** Recognize this Contract is subject to the FFY 2022 Wyoming CSBG State Management Plan and addendums and the Subrecipient's FFY 2022 CSBG Application, both of which shall be located for review at the Wyoming Department of Health, Public Health Division (Agency).
- B. Annual Report.** Collect, maintain, and compile the federally required demographic, programmatic, and financial data and submit in compiled format the Annual Report to the Agency by a date determined by the Office of Community Services and the Agency. This is generally between the months from December to March.
- C. Organizational Standards.** Upload the most recent required documentation showing that the Organizational Standards have been met into the State approved database by January 31, 2022. For those Grantees below a 70%, a Technical Assistance Plan (TAP) will be required to be turned in and approved by the State office by May 31, 2022. For those Grantees below a 70% by July 1, 2022, a Quality Improvement Plan will be administered by the State office.
- D. Data Reporting.** Subrecipient shall utilize the CSBG statewide data system provided by the Agency.
- E. Eligibility Requirements.** Abide by the federal eligibility requirements of the program through an application process which requires proof of income that indicates the applicant(s) is at or below one hundred twenty-five percent (125%) of the FFY 2021 Federal Poverty Guidelines and verify every 90 days for clients with continued services.
- F. Grant Recovery.** Subrecipient agrees to return any unexpended grant funds from the FFY22 Grant to the Agency by November 15, 2022. CSBG funds cannot be carried over. The Agency shall also be entitled to recover from the Subrecipient any full or partial payment made under this Contract for: 1) any payments used for purposes not authorized, or performed outside the Contract; 2) any payments for services the Subrecipient is unable to provide; and 3) any payments for services the Subrecipient did not provide but was required to provide under the terms of this Contract.
- G. Monitoring.** Monitor each sub-subrecipient on-site at least one (1) time every one (1) year period to assure compliance with federal requirements and performance goals. Monitoring reports should be completed within sixty (60) days after the visit and copies of the report should be provided to the sub-subrecipient and

**ATTACHMENT A**  
**STATEMENT OF WORK**  
**Community Services Block Grant**

the Agency. Any findings should be noted and required follow-up should be explained in detail. Any sub-subrecipient with significant findings should be placed on a Corrective Action Plan (CAPL) or Quality Improvement Plan (QIP) and provided training. A follow-up visit should be scheduled within one (1) year of the first visit to re-evaluate the findings. A follow-up report should be completed within sixty (60) days after the visit and copies of the report sent to the sub-subrecipient and the Agency. Any consistent noncompliance issues should be reported to the Agency as appropriate.

- H. Monthly Expenditure Report.** Submit monthly expenditure reports by the 10<sup>th</sup> day of each month for the preceding month. These reports should be completed by each service provider and a compiled report shall be completed by the Subrecipient. This report shall indicate the actual current month expenses, year-to-date expenses for the grant term, and percent expended by line item, as approved and submitted in the Subrecipient's application.
- I. Monthly Programmatic Report.** Submit programmatic detail reports, generated by the statewide data system, by the 10<sup>th</sup> day of each month for the preceding month. These reports shall include data points as necessitated by Agency and federal requirements.
- J. Quarterly Performance Reports.** Submit a Quarterly Performance Report (QPR) to the Agency on the 10<sup>th</sup> day of the following month preceding the completion of a quarter. QPRs should be completed with input and guidance from the Tripartite Board, and will require a Board Chair signature upon submission to the Agency. Failure to complete a QPR in the timeframe listed above will result in a hold placed on your monthly reimbursement.
- K. Referral for Employment and Training Activities.** To refer, as appropriate, income eligible clients to the Wyoming Department of Workforce, One-Stop Centers.
- L. Child Support Services Referrals.** To refer, as appropriate, custodial parents in single-parent families that participate in CSBG-funded programs, and eligible parents to the Wyoming Department of Health, Child Support Program.
- M. Retention of Records.** Maintain records, documents, and other evidence which sufficiently reflects all expenditures under this Contract for a period of three (3) years after the termination of this Contract. Such records shall be made available to the Agency or its designee, or the appropriate federal agency for review and audit.
- N. Subcontracts.** Sign a legally binding agreement or contract with any and all CSBG sub-subrecipients to include the provisions of this Contract, as applicable. Provide the Agency with a copy of the agreement(s) no later than October 31, 2021.
- O. Time Allocation Analysis.** Conduct a time allocation analysis for any position dually-funded from other sources of funds to account for apportioned time charged against this Contract.
- P. Meals.** Meals and travel charged to CSBG are not to exceed the U.S. General Services Administration (GSA) meals and incidental expenses (M&IE) rates.

**ATTACHMENT A  
STATEMENT OF WORK  
Community Services Block Grant**

**Q. Financial Statements and Audits.** Abide by the Wyoming Department of Health Financial Statements and Audit policy FS-2011.

**Timelines and Deliverables**

The following table shows specific projects, estimated number of clients to be served, amount of funding allocated to each project, and end dates Campbell County will provide services and activities to low-income individuals and families until September 30, 2022 and will continuously pursue all options to effectively serve as many clients in need with the amount of funding granted to each project. Up to thirty percent (30%) of the total allocation can be shifted between the services and activities categories with prior approval by the Community Services Program Manager.

Campbell County CSBG Projects				
Project	Program Name	Estimated Clients to be Served	Amount Funded not to Exceed	Grant End Date
	Description			
1	<b>Council of Community Services</b>	2044	\$95,507.00	09/30/2022
	Food Pantry, Medical and Dental Services.			
2	<b>Gillette Abuse Refuge Foundation</b>	86	\$22,747.00	09/30/2022
	Housing and Utility Deposits and Payments			
3	<b>Gillette Reproductive Health</b>	470	\$29,167.00	09/30/2022
	Medical Services			
4	<b>Personal Frontiers, Inc.</b>	85	\$30,207.00	09/30/2022
	Substance Abuse Counseling- Adults			
5	<b>Youth Emergency Services</b>	27	\$25,957.00	09/30/2022
	Substance Abuse Counseling- Youth			
6	<b>Campbell County CARE Board- Administrative</b>	N/A	\$17,001.00	09/30/2022
	Grant Administration, Publishing, etc.			
7	<b>Discretionary</b>	N/A	\$5,000.00	09/30/2022
	Community Needs Assessment			
<b>TOTALS</b>		<b>2712</b>	<b>\$225,586.00</b>	<b>09/30/2022</b>