



Board of County Commissioners - Staff Report

Meeting Date: May 5, 2021
Submitting Dept: Health

Presenter: Jodie Pond
Subject: Consideration of Amendment One to the MOU between the Wyoming Department of Health, Public Health Division and Teton County for COVID-19 Disease Surveillance and Testing Activities.

Statement / Purpose: Consideration of Amendment One to the MOU between the Wyoming Department of Health, Public Health Division and Teton County for COVID-19 disease surveillance and testing activities.

Background / Description (Pros & Cons): This Amendment will allow County Health Department COVID staff to continue providing contact tracing and testing services to the community through December 31, 2021 through the provision of additional funding from the State Department of Health. The amendment will increase the total agreement dollar amount by five hundred thousand dollars (\$500,000.00) to seven hundred seventy-six thousand, seven hundred and eight dollars (\$776,708.00), extend the performance period of the Agreement through December 31, 2021 and amend the responsibilities of the County. Attachment A-1 sets forth the terms and conditions by which the County shall utilize grant funds for COVID-19 disease surveillance and testing activities.

Stakeholder Analysis & Involvement: Staff has provided feedback to the Wyoming Department of Health related to the budget and statement of work.

Fiscal Impact: Revenue funds for COVID-19 disease surveillance and testing activities in the amount of an additional \$500,000.00 for a total of \$776,708.00 for the period of December 31, 2020 – December 31, 2021 through the provision of additional funding from the State Department of Health.

Staff Impact: Health Department and State Nursing staff will oversee grant funded personnel and programs. COVID-19 staff will implement programs and comply with guidelines contained in the Statement of Work A-1.

Legal Review: Gingery

Staff Input / Recommendation: Staff recommends approval of Amendment One to the MOU between the Wyoming Department of Health, Public Health Division and Teton County for COVID-19 disease surveillance and testing activities.

Attachments: Amendment One to the Memorandum of Understanding and Statement of Work:

1. Amendment One to the MOU for grant funds for COVID-19 disease surveillance and testing activities.
2. Attachment A-1: Statement of Work, COVID Disease Surveillance.

Suggested Motion: I move to approve Amendment One to the MOU with the Wyoming Department of Health, Public Health Division and Teton County for COVID-19 disease surveillance and testing activities for the period December 31, 2020 – December 31, 2021.

**AMENDMENT ONE TO THE MEMORANDUM OF UNDERSTANDING BETWEEN
WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION
AND
TETON COUNTY**

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Department of Health, Public Health Division (Agency), whose address is: 122 West 25th Street, 3rd Floor West, Cheyenne, Wyoming 82002, and Teton County (County), whose address is: PO Box 1727, Jackson, Wyoming 83001. This Amendment concerns the Public Health Division.

2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Agreement between the Agency and the County. The purpose of this Amendment is to: a) increase the total Agreement dollar amount by five hundred thousand dollars (\$500,000.00) to seven hundred seventy-six thousand, seven hundred eight dollars (\$776,708.00); b) extend the performance period of the Agreement through December 31, 2021; and c) amend the responsibilities of the County.

The original Agreement, dated January 5, 2021, required the County to use grant funds for public health personnel expenses to support contact tracing, disease surveillance, isolation and quarantine, sample collection or laboratory testing, and COVID surveillance and laboratory testing for a total Agreement amount of two hundred seventy-six thousand, seven hundred eight dollars (\$276,708.00) with an expiration date of June 30, 2021.

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of the Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Agreement, or pursuant to federal or state statute, rule, or regulation.

4. **Amendments.**

- A. The second sentence of Section 4.A. of the original Agreement is hereby amended to read as follows:

“The total payment under this Agreement shall not exceed seven hundred seventy-six thousand, seven hundred eight dollars (\$776,708.00).”

- B. The second sentence of Section 3 of the original Agreement is hereby amended to read as follows:

“The performance period of this Agreement is from December 31, 2020 through December 31, 2021.”

5. **Amended Responsibilities of the County.** Responsibilities of the County are hereby amended as follows:

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

6. **Amended Responsibilities of the Agency.** Responsibilities of the Agency have not changed.

7. **Special Provisions.**

A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement, and any previous amendments, between the Agency and the County, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

B. **Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the County of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

8. **General Provisions.**

A. **Entirety of Agreement.** The original Agreement, consisting of ten (10) pages; Attachment A, Statement of Work, consisting of one (1) page; Attachment B, Business Associate Agreement, consisting of six (6) pages; this Amendment One, consisting of three (3) pages; and Attachment A-1, Revised Statement of Work, consisting of one (1) page, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

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

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

AGENCY: WYOMING DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION

Michael A. Ceballos, Director

Date

Stephanie Pyle, MBA
Senior Administrator, Public Health Division

Date

COUNTY: TETON COUNTY

Chairman, Teton County Board of Commissioners

Date

COUNTY ATTORNEY: APPROVAL AS TO FORM

Teton County Attorney

Date

COUNTY CLERK'S ATTESTATION

Teton County Clerk

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



Tyler M. Renner, Senior Assistant Attorney General

04-26-2021
Date

**ATTACHMENT A-1
REVISED STATEMENT OF WORK
COVID Disease Surveillance**

General Description

This document is a Revised Statement of Work (SOW) to define the use of funding from the Wyoming Department of Health, Public Health Division (Agency) for Teton County's (County) COVID disease surveillance and testing activities.

Responsibilities of the County

The County agrees to:

- A. Utilize funding to pay COVID-related public health personnel expenses from December 31, 2020 through December 31, 2021. Personnel expenses must be related to disease surveillance, isolation and quarantine, and sample collection or laboratory testing.
 - 1. Public health personnel costs could include, but are not limited to: staff overtime, personnel costs for temporary staff (can include benefits if included by county protocol), and personnel costs for staff that are redirected from their normal duties.
 - 2. Other costs related to additional personnel. Can include, but is not limited to, cell phones and computers.
- B. COVID surveillance and laboratory testing:
 - 1. Costs can include: pay for personnel to implement and conduct expanded testing events, advertising costs for testing events, administration costs for sample collection and handling, supply costs, and other approved expenses. Funding shall only be used for molecular or antigen tests for the detection of SARS-CoV-2; this funding is not approved for serologic testing. This funding is available through December 31, 2021.

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