



Board of County Commissioners - Staff Report

Meeting Date: August 2, 2022
Submitting Dept: Health

Presenter: Jodie Pond
Subject: Consideration of Amendment #1 to the MOU with the Wyoming Department of Health and Teton County for COVID-19 vaccination outreach activities

Statement / Purpose: The purpose of this amendment is to increase the total Agreement dollar amount by one hundred ninety-two thousand, one hundred and thirty-two dollars (\$192,132.00) to five hundred eighty-nine thousand, seven hundred sixty dollars (\$589,760.00). The responsibilities of the Agency and the County have not changed.

Background / Description (Pros & Cons): These funds will continue to allow the Health Department to provide vaccine clinics and outreach activities.

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

Fiscal Impact: For the last fiscal year this amendment will cover \$48,786.00 in expenses not covered under the original grant amount. It is anticipated at the current spending rate these additional funds will last for 10 additional months. The state has allocated these funds to cover the overage from the last fiscal year as well as additional funds to continue vaccine efforts in Teton County.

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.

Legal Review: Gingery

Staff Input / Recommendation: Staff recommends the approval of Amendment #1 to the MOU between the Wyoming Department of Health, Public Health Division and Teton County, Wyoming for COVID-19 vaccination clinics and outreach activities.

Attachments: Amendment #1 to the MOU for grant funds for COVID-19 vaccination clinics and outreach activities.

Suggested Motion: I move to approve Amendment #1 to the MOU with the Wyoming Department of Health, for COVID-19 vaccination clinics and outreach activities for the period July 1, 2021 – June 30, 2024, in the amount of five hundred eighty-nine thousand, seven hundred, sixty dollars (\$589,760.00).

Contract #: 223361

Entry Date:6/7/2022 3:37:57 PM

Department: Wyoming Department of Health, Public Health
Division

Agency Contact: Casey, Cheri

Phone: 3077777598

Other Agency Contact: Corrie Kemp 307-
777-7621

WYOMING ATTORNEY
GENERAL'S OFFICE

JUL 12 2022

Tyler M. Renner
APPROVED AS TO FORM

Client Comments: 2 Signature pages please

Contractor/Vendor Name: Teton County

Contract Title: COVID-19 Immunization
Amendment

Contract Type: Amendment

Contract Amount: 0

Contract Effective Date:

Contract Expiration Date:

Status: AG Approved as to Form

RETURN VIA: Ink Signature - Pick-up

Assigned Attorney: Cole White

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

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, Wyoming (County), whose address is: PO Box 1727, Jackson, Wyoming 83001. This Amendment concerns the Wyoming Immunization Unit.

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 increase the total Agreement dollar amount by one hundred ninety-two thousand, one hundred thirty-two dollars (\$192,132.00) to five hundred eighty-nine thousand, seven hundred sixty dollars (\$589,760.00).

The original Agreement, dated December 16, 2021, required the County to utilize grant funds for COVID-19 vaccination outreach activities for a total Agreement amount of three hundred ninety-seven thousand, six hundred twenty-eight dollars (\$397,628.00) with an expiration date of June 30, 2024.

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 five hundred eighty-nine thousand, seven hundred sixty dollars (\$589,760.00).”

5. **Amended Responsibilities of the County.**

Responsibilities of the County have not changed.

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 Contract.** The original Agreement, consisting of ten (10) pages; Attachment A, Statement of Work, consisting of four (4) pages; Attachment B, Business Associate Agreement, consisting of seven (7) pages; and this Amendment One, consisting of three (3) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

AGENCY:

Wyoming Department of Health, Public Health Division

Stefan Johansson, Director

Date

Stephanie Pyle, MBA
Senior Administrator, Public Health Division

Date

COUNTY:

Teton County, Wyoming

Chairman, Teton County Board of Commissioners

Date

COUNTY ATTORNEY:

Teton County Attorney

Date

COUNTY CLERK'S ATTESTATION:

Teton County Clerk

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

for:  #223361

Cole R. White, Assistant Attorney General

07-12-2022
Date

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Teton County Attorney

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Teton County Clerk

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM


for: Cole R. White, Assistant Attorney General

07-12-2022
Date