

Office of General Counsel Use Only

Approved for signature: Procurement Services Division of Administration Other _____

Employee/Independent Contractor Determination Checklist needed? Yes No

Signature

Date

**AGREEMENT FOR SERVICES
BETWEEN
THE UNIVERSITY OF WYOMING
AND
Shauna Signorini**

1. Parties. This Agreement is made and entered into by and between the University of Wyoming (hereinafter “University”) and **Shauna Signorini**, a(n) [individual, corporation, governmental entity, institution of higher education] (hereinafter “Contractor”), whose address is 2026 SW Sunrise Circle, Troutdale, Oregon 97060.

2. Purpose. The University, in the exercise of its lawful duties, has determined that the services of Contractor are necessary to the performance of its duties as the State of Wyoming’s educational institution. The University has concluded that either its personnel are not available to perform said function, or it would not be feasible to utilize its personnel to perform said function.

3. Term. This Agreement shall commence upon September 1, 2019, and shall remain in full force and effect until May 31, 2020.

4. Termination. The University can terminate this Agreement without cause, upon ten (10) days prior written notice. Termination of this Agreement shall not relieve a party from its obligations incurred prior to the termination date. Upon early termination of this Agreement by the University, except in the case of a material breach by Contractor, the University shall pay all costs accrued by the Contractor as of the date of termination. In the event of termination, all work product prepared by the Contractor shall be immediately surrendered to the University.

5. Payment. The University of Wyoming agrees to pay \$2,500 per month for the services described herein. The total payment under this Agreement shall not exceed \$22,500. Payment shall be made monthly upon invoice. Payment shall be made from the Project 1002758D budget/account.

6. Reporting. Contractor shall report to and keep Sandra Root-Elledge, Eric Moody and/or Canyon Hardesty informed of the progress of his/her work on a monthly basis.

7. Services. Contractor will perform the services described in the attached Exhibit A, which is incorporated herein.

8. General Provisions

- A. Amendments.** Either party may request changes in this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- B. Applicable Laws.** Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the American with Disabilities Act of 1990. The University is committed to equal opportunity for all persons in all facets of the University's operations and is an Equal Opportunity/Affirmative Action employer. The University will provide all applicants for admissions, employment and all University employees with equal opportunity without regard to race, gender, religion, color, national origin, disability, age, protected veteran status, sexual orientation, genetic information, gender identity, creed, ancestry, political belief, any other applicable protected category, or participation in any protected activity. The University ensures non-discriminatory practices in all matters relating to its education programs and activities and extends the same non-discriminatory practices to recruiting, hiring, training, compensation, benefits, promotions, demotions, transfers, and all other terms and conditions of employment.
- C. Assignment.** Without prior written consent of the other party, neither party may assign this Agreement. This Agreement shall inure to the benefit of, and be binding upon, permitted successors and assigns of the parties.
- D. Availability of Funds.** Payment by the University is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services, the Agreement may be terminated by the University at the end of the period for which the funds are available. The University shall notify the other party 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 University in the event this provision is exercised, and the University shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the University to terminate this Agreement to acquire similar services from another party.
- E. Entirety of Agreement.** This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- F. Governmental Claims.** Any actions or claims against the University under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.

G. Indemnification. Contractor agrees to defend, indemnify and hold harmless the University and its public employees from any and all claims arising from the services performed under this Agreement or related to this Agreement.

H. Independent Contractor. Contractor is acting as an independent contractor. This Agreement does not commit the University to the traditional role of employer. The University is not responsible for the payment of withholding taxes, unemployment insurance, workers' compensation insurance, social security, pensions, retirement fees, licenses or other fees. Such costs are the responsibility of the Contractor.

I. Insurance. Contractor shall carry liability insurance including errors and omissions, completed and ongoing operations and products, property damage and bodily injury with minimum limits of not less than \$1,000,000 occurrence and \$2,000,000 aggregate. If Contractor will use automobiles in performance of the Agreement, Contractor must carry automobile liability insurance covering all owned, non-owned and hired autos with minimum limits of \$500,000 combined single limit. Contractor must carry any workers' compensation coverage and employer's stop gap liability coverage required by law. Insurance shall be placed with insurers licensed to do business in Wyoming. Policies other than workers' compensation and employer's liability must name the University, its trustees, officers, and employees as additional insureds. Certificates must be on file with University Risk Management prior to any work and must be kept current throughout the term of the Agreement.

J. Interpretation. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this Agreement and over the parties, and the venue shall be the Second Judicial District, Albany County, Wyoming.

K. Notices. All notices and other correspondence related to this Agreement shall be in writing and shall be effective when delivered by: (i) certified mail with return receipt, (ii) hand delivery with signature or delivery receipt provided by a third party courier service (such as FedEx, UPS, etc.), (iii) fax transmission if verification of receipt is obtained, or (iv) email with return receipt, to the designated representative of the party as indicated below. A party may change its designated representative for notice purposes at any time by written notice to the other party. The initial representatives of the parties are as follows:

To University:

__Wyoming Institute for Disabilities
__University of Wyoming Dept 4298
__100 E University Ave_____
__Laramie, WY 82071_____

To Contractor:

__Shauna Signorini_____
__2026 SW Sunrise Circle_____
__Troutdale, Oregon 97060_____

A copy of any notice concerning a breach,

alleged breach, or dispute arising under this Agreement shall also be sent to:

Office of the General Counsel
Department 3434
1000 E. University Avenue
Laramie, Wyoming 82071-2000

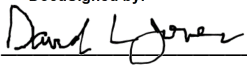
- L. Prior Approval.** This Agreement shall not be binding upon either party unless this Agreement has been reduced to writing before performance begins as described under the terms of this Agreement, and unless this Agreement is approved as to form by the Office of General Counsel.
- M. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect.
- N. Sovereign Immunity.** The University does not waive its sovereign or governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.
- O. 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 Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- P. Legal Authority.** Each party to this Agreement warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its regulations, procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind it to its terms. The person(s) executing this Agreement on behalf of a party warrant(s) that such person(s) have full authorization to execute this Agreement.

9. Signatures. In witness whereof, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

APPROVED BY:

University of Wyoming

Contractor

DocuSigned by:

9/4/2019
Signature _____ Date

Signature _____ Date

David Jones

Name

Name

Dean, College of Health sciences

Title

Title

Email Address

Exhibit A

1. Contractor shall be responsible for performing the following duties:

Enhance and improve WIND family outreach, training and engagement. Activities may include but are not limited to:

- Review Wyoming Family to Family Health Care Information Center program plan and reports
- Participate in family mentorship and ECHO network trainings to provide parent expertise, mentorship, regional leadership and overall coordination
- Provide family and community trainings in areas of established expertise
- Represent Wyoming Family to Family Health Care Information Center to Wyoming stakeholders and the national network of similar centers and family organizations
- Review, provide recommendations for and help enhance regional family support network
- Prepare annual reports for Wyoming Family to Family Health information Center in conjunction with WIND Directors
- Contractor shall comply with all applicable privacy laws, including but not limited to FERPA and HIPAA.

2. Contractor shall be entitled to reimbursement in accordance with UW Regulation 3-177 and applicable Wyoming law for the following expenses incurred as a result of the performance of the above-described duties. This reimbursement, if any, is in addition to the payment described under section 5 unless otherwise agreed to in the Agreement. If expenses will not be reimbursed, state so below.

- Travel expenses at University of Wyoming travel reimbursement rates
- Training materials, including copying and printing