

## GRANT AGREEMENT

This Grant Agreement (this “Agreement”), which is by and between Memorial Hospital of Laramie County d/b/a Cheyenne Regional Medical Center (“CRMC”), having its principal place of business at 214 East 23rd Street, Cheyenne, WY 82001, and Laramie County Sheriff’s Office (“Subgrantee”), 1910 Pioneer Avenue, Cheyenne, WY 82001, is effective as of July 1, 2022 (the “Effective Date”).

**WHEREAS**, CRMC operates a nonprofit, tax-exempt, general acute care patient hospital that provides inpatient and outpatient hospital services to residents of Laramie County, Wyoming and surrounding areas;

**WHEREAS**, CRMC was awarded the Cooperative Agreement Grant for Comprehensive Opioid Abuse Site-Based Program between the U.S. Department of Justice and CRMC entered into and effective as of October 1, 2019 (“the Grant”) to implement the Law Enforcement Assisted Diversion (“LEAD”) program in Cheyenne, Wyoming.

**WHEREAS**, Subgrantee, as a community partner in the LEAD program, has requested Grant funds to hire and supervise a LEAD Case Manager, provide ongoing training of law enforcement officers on the diversion process for applicable arrests, attendance of Operational Workgroup meetings, field visits, client support services and officer involvement with client support services;

**WHEREAS**, CRMC desires to provide Subgrantee with such funding on the terms and conditions set forth herein and to ensure Subgrantee’s performance of certain Duties (as outlined below and in Exhibit A, attached hereto and incorporated herein by reference); and

**WHEREAS**, the community health and benefit missions of CRMC and Subgrantee (collectively the “parties” and each a “party”), are consistent, and the parties have determined that the financial assistance by CRMC will further the Grant mission.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements that follow, CRMC and Subgrantee agree to the following terms:

1. **Grant Funding.** CRMC shall pay Subgrantee per the payment schedule outlined in Exhibit B, attached hereto and incorporated herein by reference. Total payment under this contract shall not exceed ninety-seven thousand dollars four hundred and five dollars (\$97,405.00).
2. **Subgrantee to Meet Certain Requirements.** In order to qualify for the funding, set out above, Subgrantee shall perform all Duties to CRMC’s reasonable satisfaction as set out in Exhibit A.
  - a. Subgrantee shall perform its Duties consistent and in accordance with (a) the applicable industry standards of care, (b) all applicable local and customary

rules of ethics and conduct in Subgrantee's vocation, (c) all applicable laws and regulations, (d) all applicable standards of the Joint Commission, and any other accrediting organization or body that CRMC, from time to time, notifies Subgrantee that are applicable to its performance of its duties hereunder. Subgrantee warrants and represents that Subgrantee's employees/professionals have the education, experience and qualifications required to perform its duties hereunder to the foregoing standards.

- b. Should the Subgrantee fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Subgrantee performs its duties and responsibilities to the satisfaction of CRMC.
  - c. **Reporting and Accountability.** Subgrantee shall provide all reasonably necessary information and make all reports to CRMC as CRMC may reasonably request to verify Subgrantee's proper and timely performance of its Duties hereunder. Upon CRMC's request, Subgrantee shall submit an accounting to CRMC for all funds paid by CRMC to Subgrantee pursuant to this Agreement, showing all expenses paid for by Grant funds. Subgrantee shall refund any and all funds to CRMC to the extent funds paid by CRMC have been used in a manner inconsistent with the approved grant fund expenditures.
3. **CRMC's responsibilities.**
- a. Pay Subgrantee in accordance with Section 2 and Exhibit B.
  - b. Consult with and advise the Subrecipient, as necessary, about the requirements of this Agreement and provide technical assistance when requested.
  - c. Monitor and evaluate the Subrecipient's compliance with the conditions set forth in this Agreement.
  - d. Communicate the date of a proposed on-site evaluation within forty-five (45) calendar days prior to the evaluation. No notice of an on-site evaluation is required if CRMC is investigating complaints that include fraud or threats to client safety or well-being.
  - e. Provide the LEAD Case Manager with a laptop and cell phone.
4. **Term.** This Agreement shall remain in effect until June 30, 2023, and shall be eligible for renewal upon submission of renewal application and approve by both parties.
5. **Termination.**
- a. This Agreement may be terminated by either party, for any or no cause, upon ninety (90) days' prior written notice to the other party.
  - b. This Agreement may be terminated by either party, for cause due to a material breach of the Agreement by the other party. In such cases, the non-breaching party shall give thirty (30) days' prior written notice of intent to terminate due to a material breach. The breaching party shall have the opportunity to cure the breach during the (thirty) 30-day time period. If the breaching party fails to

cure the breach within the (thirty) 30-day time period, the non-breaching party may terminate this Agreement at the end of the (thirty) 30-day time period. CRMC's obligation to make payments to Subgrantee (if any) shall be suspended during the (thirty) 30-day cure period.

**6. Confidentiality.**

- a. Grantee shall use its best efforts to protect the confidentiality of CRMC records and information, including, but not limited to, those related to financial, operational, and employee information of CRMC and shall comply with applicable federal, state and local laws and regulations relating to such records and information of CRMC.
- b. Subgrantee must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information.
- c. Subgrantee must have written procedures in place to respond in the event of an actual or imminent "breach" if it (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of a grant-funded program or activity. Subgrantee's breach procedures must include a requirement to report actual or imminent breach of PII to CRMC no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
- d. *HIPAA*. The purpose of this provision is to ensure that CRMC as a Covered Entity meets its obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and under the regulations promulgated thereto, the Standards for Privacy of Individually Identifiable Health Information and the Security Standards (45 C.F.R. Parts 160, 162 and 164, issued by the Department of Health and Human Services, hereinafter referred to as the Privacy and Security Regulations). Grantee acknowledges that medical information, including payment information, regarding CRMC's patients must be kept confidential. The parties understand and agree that the Privacy and/or Security Regulations apply to the use and disclosure of Protected Health Information (as that term is defined in HIPAA) which may occur in fulfilling the duties and responsibilities delineated in this Agreement. Subgrantee agrees that any Protected Health Information that it receives directly or indirectly, whether or not inadvertently, through its employees or agents, regarding CRMC's patients shall be treated as confidential in compliance with all state and federal laws, including but not limited to HIPAA and the Privacy and Security Regulations. Furthermore, Subgrantee agrees to execute any necessary documents to comply with such state and federal laws and regulations, including a Business Associate Agreement if necessary.

- 7. Availability of Funds.** CRMC shall have no obligation to make any payments to Subgrantee hereunder unless and until this Agreement is signed by both parties and funding is approved and provided to CRMC under the Grant. Each payment obligation of CRMC 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 this Agreement, this Agreement may be terminated by CRMC at the end of the period for which the funds are available. CRMC shall notify the Subgrantee at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to CRMC in the event this provision is exercised, and CRMC shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

8. **Administration of Federal Funds.** Subgrantee agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200 et seq.; any additional requirements set forth by the federal funding agency or CRMC; all applicable regulations published in the Code of Federal Regulations; various "general provisions" in the Consolidated Appropriations Act, 2019, all of which are incorporated by reference here.
  - a. **Assumption of Risk.** Subgrantee shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to Subrecipient's failure to comply with state or federal requirements. CRMC shall notify the Subgrantee of any state or federal determination of noncompliance.
  - b. **Non-Supplanting Certification.** Subgrantee 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. Subgrantee must 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 Agreement.
  - c. **Program Income.** Subgrantee shall not deposit grant funds in an interest-bearing account without prior approval of CRMC. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to CRMC for the same purpose.
  - d. **Use and Commingling of funds.** The Subgrantee agrees that any funds provided pursuant to this Agreement shall not be commingled with other funds held by the Subgrantee and shall be maintained separate and apart from other funds, including maintaining separate records of this Agreement funds for audit purposes.
  - e. **Conferences.** Subgrantee must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.
9. **Copyright License and Patent Rights.** Subgrantee acknowledges that federal grantor 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 Agreement; and (2) any rights of copyright to which Subgrantee purchases ownership using funds awarded under this Agreement. Subgrantee must consult with CRMC regarding any

patent rights that arise from, or are purchased with, funds awarded under this Agreement.

- 10. Trademarks and Copyrights.** Each party reserves the right to the control and use of its respective names, copyrights, symbols, trademarks and service marks presently existing or later established. Neither party shall use the other party's name, copyrights, symbols, trademarks or service marks in advertising or promotional materials nor otherwise without the approval of the other party, and any such approval granted shall be withdrawn immediately upon the earlier of written notice of such other party or termination of this Agreement.
- 11. 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 Subgrantee and related to the services and work to be performed under this Agreement, shall identify CRMC as the sponsoring CRMC and shall not be released without prior written approval of CRMC.
- 12. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 C.F.R. Part 175, this Agreement may be terminated without penalty if an entity that receives funds under this Agreement:
  - 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.
- 13. Research.** Subgrantee must comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Program policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
- 14. Kickbacks.** Subgrantee certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Subgrantee breaches or violates this warranty, CRMC may, at its discretion, terminate this Agreement without liability to CRMC, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- 15. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- 16. Limitations on Lobbying Activities.** By signing this Agreement, Subgrantee certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant

shall not be utilized by Subgrantee or its subcontractors in connection with lobbying member(s) of Congress, or any federal CRMC in connection with the award of a federal grant, contract, cooperative agreement, or loan.

**17. Fraud and abuse.** The Subgrantee must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

- i. Subrecipient may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.
- ii. The Subgrantee shall comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

**18. Texting while Driving.** Subgrantee must adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**19. Employment Eligibility.** Subrecipient shall ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the Subgrantee (properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2). As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), Subgrantee shall maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

**20. Monitoring Activities.** CRMC shall have the right to monitor all activities related to this Agreement that are performed by Subgrantee or its subcontractors. 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.

- 21. Independent Contractor.** Subgrantee shall not be considered at any time an employee of CRMC by virtue of this Agreement. CRMC shall not exercise any control or direction over the professional methods or manner in which Subgrantee performs its Duties hereunder. No relationship of employer and employee between Subgrantee and CRMC is created by this Agreement, it being understood that Subgrantee will act hereunder as an independent contractor and that Subgrantee and its employees shall not have any claim under this Agreement or otherwise against CRMC for vacation pay, sick leave, retirement benefits or employee benefits of any kind.
- 22. Professional Liability Insurance.** Subgrantee shall procure and maintain, at all times during the term of this Agreement, professional liability insurance to cover Subgrantee's performance of its duties hereunder, with coverage limits specified in the Wyoming Governmental Claims Act. Subgrantee shall provide CRMC with evidence of such coverage being in effect upon request by CRMC. Subgrantee shall provide CRMC with written notice of cancellation, termination or material modification of such insurance with as much notice prior to such cancellation, termination or material modification as is reasonable under the circumstances. If such insurance is cancelled, terminated or materially modified, CRMC may terminate this Agreement immediately without notice to Subgrantee.
- 23. Personal Services.** CRMC and Subgrantee agree that no term of this Agreement is conditioned upon the admission, recommendation, referral or any other form of arrangement by Subgrantee for utilization by patients or others of any item or service offered by CRMC. CRMC and Subgrantee agree that the consideration exchanged hereunder is fair market value and will not exceed that which is reasonable and necessary to accomplish the commercially reasonable and legitimate business purpose of this Agreement. The parties agree that no part of the consideration exchanged hereunder has been determined or taken into account the volume or value of referrals or other business generated between the parties. The parties agree that this Agreement covers all services to be provided by Subgrantee to CRMC pursuant to this Agreement for the term of this Agreement and specifies all the services to be provided by Subgrantee to CRMC hereunder.
- 24. Waiver of Breach.** The waiver by CRMC or by Subgrantee of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either CRMC or Subgrantee.
- 25. Non-Assignability.** This Agreement shall be binding and shall inure to the benefit of CRMC, Subgrantee and their respective successors, heirs, and legal representatives. Neither this Agreement nor any rights hereunder may be assigned by Subgrantee without the written consent of CRMC. The parties agree that Subgrantee has contracted to provide services hereunder that are personal in nature and not susceptible to substitution or assignment by Subgrantee.

- 26. Wyoming Law and Forum.** This Agreement shall be construed according to the laws of the State of Wyoming. If any action is brought to enforce or interpret this Agreement, the jurisdiction and venue shall exclusively be in the courts of Laramie County, Wyoming.
- 27. Certification about status with government health programs.** Subgrantee certifies that it, and its employees and/or agents (“Grantee Related Persons”) (a) are not now debarred, excluded or otherwise ineligible for participation in any government health care program(s); (b) have not been convicted of a felony offense in the immediately preceding seven (7) years; and (c) are not now subject to, and have no reason to believe that they are subject to, any specific investigation for violation of federal, state, or local criminal or civil law or regulation. Subgrantee shall report in writing to CRMC immediately if the Subgrantee becomes aware of such action, investigation, or effort to debar or exclude Subgrantee, or any Subgrantee Related Person, from any government health care program. Failure to disclose any relevant information regarding these matters is reason for immediate termination of this contract with cause at CRMC’s sole discretion.
- 28. Agreement to abide by Compliance Program.** Subgrantee acknowledges receiving, reviewing and understanding CRMC’s *Standards of Conduct*. Subgrantee agrees that Subgrantee, and all Subgrantee Related Persons, will adhere to the *Standards of Conduct* as such are applicable to Subgrantee’s performance of Subgrantee’s Duties hereunder. Subgrantee likewise agrees, and shall ensure that all Subgrantee Related Persons agree, to act in compliance with all applicable federal, state, and local laws and regulations in performing Subgrantee’s Duties hereunder.
- 29. Governmental Immunity.** The parties acknowledge that CRMC and Subgrantee do not, by entering into this Agreement, waive the tort immunity provided to them by the Wyoming Governmental Claims Act, W.S. § 1-39-101 et seq. (the “Act”), and CRMC and Subgrantee retain all immunities and defenses provided to it by the Act. Any actions or claims against CRMC and Subgrantee under this Agreement, to the extent that the same are permissible under the terms of this Section and/or applicable law, must be brought in accordance with the procedural requirements of the Act.
- 30. Nondiscrimination.** The Subgrantee 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. The parties acknowledge that they make no distinction in the rendition of services or benefits to individuals on the grounds of race, religion, color, creed, national origin, sex, age, handicap, or ability to pay.



- 31. Entire Agreement/Modifications.** This instrument constitutes the entire Agreement between the parties, superseding all prior communications, oral or written. No statements, promises or inducements made by either party or agent of either party, express or implied, shall be valid or binding if not contained in the written Agreement. No modifications to this Agreement shall be effective or binding unless in writing over the duly authorized signatures of the parties hereto. This section shall not be deemed waived by any alteration or modification, which does not conform to the above provisions of this section.
- 32. Counterparts.** This Agreement may be executed simultaneously, in one or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument.
- 33. Change of Law.** The terms of this Agreement are intended to be in compliance with all federal, state and local statutes, regulations and ordinances applicable as of the Effective Date. In the event of conflict, the state and/or the federal law will supersede the terms of this Agreement. The parties agree to execute such amendments as may be necessary for compliance with such laws or regulations as they are promulgated or become final and effective. In the event that any federal or state legislative or regulatory authority adopts any law or regulation which (a) renders this Agreement illegal or prohibited by applicable law or regulation; (b) threatens CRMC's tax-exempt status; (c) establishes a material adverse change in the method or amount of reimbursement or payment for services under this Agreement; (d) imposes requirements which require a material adverse change in the manner of either party's operations under this Agreement or (e) legal counsel for either party gives a good faith opinion that the application of any law, regardless of when adopted, poses a substantial threat of any of the foregoing, then, upon the request of either party, the parties will enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the change in law or regulations while preserving the original intent of this Agreement to the greatest extent possible. If, after fifteen (15) days of such good faith negotiations, the parties are unable to reach an agreement as to how this Agreement will continue, then either party may terminate this Agreement upon one (1) day prior written notice. Notwithstanding the foregoing, if the change in law requires the immediate termination of this Agreement, this Agreement will be deemed to be so terminated.
- 34. Cooperation Regarding Medicare Reimbursement.** Subgrantee will make available to CRMC, the Department of Justice, the Secretary of Health and Human Services or to the Comptroller General of the United States (or to any of their duly authorized representatives) copies of this Agreement (including all amendments thereto) and its books, documents and records to the extent necessary to verify the nature and extent of the consideration exchanged by the parties and the services provided hereunder. Such access shall be limited to a period of six (6) years after the furnishing of the services hereunder. If access is requested by CRMC, CRMC shall provide reasonable notice to Subgrantee of its desire for access, and access shall be provided at a reasonable time by Subgrantee. All other access permitted hereunder shall be provided in accordance

with the written regulations. Should Subgrantee carry out any of its duties through a sub-contract with an organization that is “related to” Subgrantee (within the meaning of 42 C.F.R. § 420.301), that sub-contract shall contain a clause placing the same duty on the organization as this Section places on Subgrantee.

- 35. Severability.** In the event that any provision of this Agreement (or portion thereof) is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, such provision (or part thereof) shall be enforced to the extent possible consistent within the stated intention of the parties, or if incapable of such enforcement, shall be deemed to be deleted from this Agreement, while the remainder of this Agreement shall continue in full force and remain in effect according to its stated terms and conditions.
- 36. No Conflict.** Grantee warrants and represents that Subgrantee is not violating or breaching any term or condition of any other agreement, including any covenant not-to-compete or employment agreement, by entering into this Agreement.
- 37. Survivability.** Any provision of this Agreement that by its very nature should survive the termination of this Agreement shall be deemed to so survive. Without limiting the generality of the foregoing, Sections 10, 13, 14, 18 and 25 of this Agreement shall be deemed to survive the termination of this Agreement.
- 38. Headings.** The headings contained herein are for reference only and are not a part of this Agreement and shall not be used in connection with the interpretation of this Agreement.
- 39. Contract Interpretation.** Each party hereto acknowledges that it has had ample opportunity to review and comment on this Agreement. This Agreement shall be read and interpreted according to its plain meaning and an ambiguity shall not be construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsman thereof shall not apply to any provision of this Agreement.

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**SIGNATURES**

**MEMORIAL HOSPITAL OF LARAMIE COUNTY D/B/A CHEYENNE REGIONAL  
MEDICAL CENTER**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**GRANTEE:**

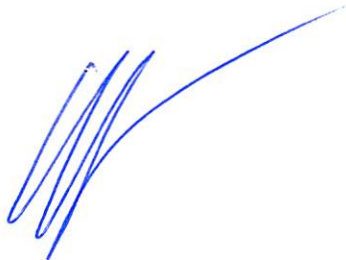
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

RECEIVED AND APPROVED AS  
TO FORM ONLY BY THE  
LARAMIE COUNTY ATTORNEY

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke, positioned below the attorney's stamp.

## **EXHIBIT A**

### **SPECIFIC GRANT REQUIREMENTS/DELIVERABLES**

Grantee has agreed to develop and track the following deliverables, benchmarks and other requirements:

1. Hire and supervise the LEAD Case Manager.
  2. Report vacancies in this position within three business days of receiving notice.
  3. Allow one Cheyenne Regional Medical Center representative to participate on the interview committee if a vacancy occurs.
  4. Ensure all officers are trained on the LEAD Program's pre-arrest divertible charges, policies, and procedures.
  5. Allow at least one supervisor ranked officer to participate in the Operations Workgroup meeting.
  6. Provide receipts and justification of expenditures related to client support services.
  7. Document officer overtime for operational activities.
  8. Reporting
    - a. Reports must include:
      - i. Aggregate data from the directed patrols on the number of diversions, arrests, arrests that were eligible for diversion, rationale for non-diversions and arrests, crime statistics, and any relative successes or challenges.
- *Reports documenting the deliverables, benchmarks and any other requirement will be submitted by the Grantee to Wyoming Institute of Population. Reports will be submitted electronically by the following dates:*
    - The third Friday in January reflecting the previous quarter October through December;
    - The third Friday in April reflecting the previous quarter January through March and year to date data;
    - The third Friday in July reflecting the previous quarter April through June and year to date data;
    - The third Friday in October reflecting the final quarter July through September, year to date data, a program overview if appropriate and a final budget expenditure listing.
  - Grant funds will be distributed after performance reports have been submitted and approved. Grantee shall invoice CRMC monthly for overtime pay related to training or field visits, operational workgroup overtime, and costs associated to client support. CRMC shall pay Grantee such invoices within fifteen (15) business days of receiving such invoices provided that Grantee has met any and all deliverables outlined in this exhibit.

- Grantee will submit register with information for overtime pay, and other costs for payment every month.
- Grantee will submit payroll register information for salary, benefits, and other employment costs for payment every month.
- Grantee will utilize the grant funding for those activities specifically outlined in this exhibit. Requests to redirect funding must be submitted in writing to the Wyoming Institute of Population Health. The Wyoming Institute of Population Health 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.

## EXHIBIT B

<b>COAP Budget</b>	
<b>July 1, 2022 - June 30, 2023</b>	
<b>Case Manager</b>	
<b>\$ 65,900.00</b>	<b>Benefits Included</b> <b>Budget Breakdown</b> <b>Year 3 Budget:</b> July 1, 2022- September 30, 2022 3 months \$18,975.00 <b>Year 4 Budget:</b> October 1, 2022 - March 31, 2023 6 months \$37,950.00 CRMC - Population Health 3 months \$18,975.00
<b>Client Support</b>	
<b>\$ 15,000.00</b>	July 1 - March 31, 2023 <b>Budget Breakdown</b> <b>Year 3 Budget:</b> July 1, 2022- September 30, 2022 3 months \$3,000.00 <b>Year 4 Budget:</b> October 1, 2022 - March 31, 2023 6 months \$12,000.00
<b>Travel</b>	
<b>\$ 3,005.00</b>	<b>Year 3 Budget:</b> July 1, 2022- September 30, 2022 <b>Budget Breakdown</b> 3 months \$1,531.00 <b>Year 4 Budget:</b> October 1, 2022 - March 31, 2023 6 months \$1,474.00 *** For National Meeting
<b>Officer Overtime</b>	
<b>\$ 13,500.00</b>	July 1 - March 31, 2023 <b>Budget Breakdown</b> <b>Year 3 Budget:</b> July 1, 2022- September 30, 2022 3 months \$8,000.00 <b>Year 4 Budget:</b> October 1, 2022 - March 31, 2023 6 months \$5,500.00
<b>Total</b>	<b>\$ 97,405.00</b>