

**U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE AND LOCAL  
FISCAL RECOVERY FUND (SLFRF) SUBAWARD CONTRACT BETWEEN  
LARAMIE COUNTY AND CHEYENNE REGIONAL MEDICAL CENTER**

This U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND SUBGRANTEE AGREEMENT ("Grant Agreement") (ALN #21.027) is made between Laramie County, State of Wyoming ("COUNTY"), whose address is 310 West 19<sup>th</sup> Street, Cheyenne, Wyoming 82001, and Memorial Hospital of Laramie County d/b/a Cheyenne Regional Medical Center, (SUBGRANTEE), whose address is 214 E. 23<sup>rd</sup> Street, Cheyenne, Wyoming 82001. In consideration of the promises and covenants set forth below, the parties agree as follows:

**WHEREAS**, the COUNTY opened up SLFRF funds to Laramie County agencies in an application process; and

**WHEREAS**, the COUNTY wishes to provide monies to the SUBGRANTEE for necessary support in relation to the negative impacts of COVID on domestic violence cases within Laramie County.

**NOW, THEREFORE**, the Parties agree as follows:

- 1) Purpose of Grant Agreement. The COUNTY shall provide U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds to SUBGRANTEE in the amount set forth in Section 3, and SUBGRANTEE shall undertake and complete materials, projects and/or services (collectively, the "Project") described in Attachment A attached hereto. Performance by SUBGRANTEE of the requirements of this Grant Agreement and compliance with all SLFRF-American Rescue Plan Act (ARPA) program rules and regulations is a condition to SUBGRANTEE'S receipt of monies hereunder.
  - (1) The Project responds to a disproportionately impacted population caused by the COVID-19 public health emergency.
  - (2) The Project will result in providing necessary assistance to the SUBGRANTEE in providing training and education surrounding strangulation cases in connection with domestic violence.
  - (3) Utilizes SLFRF-ARPA funding for costs that:
    - (a) Are allowable, reasonable, and allocable under 2 CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
    - (b) Do not duplicate financial assistance received from other federal sources;
    - (c) Do not exceed the total need for financial assistance;
    - (d) Were not incurred prior to March 3, 2021 or after May 31, 2023;
    - (e) Evidence commitment of all funding necessary to fund the project;
    - (f) Are documented properly and provided as requested by the COUNTY for quarterly reporting as required by the U.S. Department of Treasury for SLFRF-ARPA funding.

- 2) Term of Grant Agreement and Required Approvals. This Grant Agreement is not effective until all parties have executed it and all required approvals have been granted. The term of the Grant Agreement is from March 3, 2021 through May 31, 2023 ("Term"); The Project shall be completed during the Term.
- 3) Payment. COUNTY agrees to grant monies to SUBGRANTEE as requested with submitted invoices to the grants manager. The total payment to SUBGRANTEE under this Grant Agreement shall not exceed \$7,000.00 ("Grant Award"). Payment will be made following SUBGRANTEE'S delivery to COUNTY of invoices detailing services performed in connection with the Project.
- 4) Responsibilities of SUBGRANTEE Regarding the Project. In undertaking and completing the Project, the SUBGRANTEE further agrees as follows:
  - a) Professional Services. The SUBGRANTEE agrees to perform all aspects of the Project in a professional manner and in accordance with the degree of care, competence and skills that would be exercised by a SUBGRANTEE under similar circumstances, to the satisfaction of the COUNTY.
  - b) Procurement and Administrative Regulations. SUBGRANTEE agrees to comply with federal procurement and administrative regulations as stated in 2 C.F.R. § 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations: as enacted in regulations by the U.S. Department of Health and Human Services. SUBGRANTEE also agrees to comply with the Contract Provisions for Non-Federal Entity Contracts under Federal Awards found in 2 C.F.R. § Appendix II to Part 200.
  - c) Compliance with Laws. In the interpretation, execution, administration and enforcement of this Grant Agreement, SUBGRANTEE agrees to comply with all applicable state and federal laws, rules, and regulations, including but not limited to:
    - i) SUBGRANTEE agrees to comply with all federal requirements governing grant agreements that are applicable, including but not limited to 2 C.F.R. § 230; Cost Principles for Non Profit Organizations; and OMB Circular A-133 Audits of State and Local Governments. The Single Audit Act of 1984, 31 U.S.C. §§ 7501-7 further defines auditing responsibilities and SUBGRANTEE agrees to comply therewith.
    - ii) SUBGRANTEE further covenants that the Project will be conducted and administered in conformity with the Civil Rights Act of 1964, 42 U.S.C. § 2000 et seq. and the Fair Housing Act, 42 U.S.C. § 3601 et seq. and that it will affirmatively further fair housing.
    - iii) SUBGRANTEE shall comply with "Equal Opportunity in Federal Employment", Exec. Order No. 11, 246, 30 Fed. Reg. 12,319 (1965) as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967); as supplemented in the Department of Labor regulations, 41 C.F.R. § 60 (1998), the Civil Rights Act of 1964, 42 U.S. C. § 2000 et seq., the Wyoming Fair Employment Practices Act, Wyo. Stat. § 27-9-105 et seq., and any rules and regulations related thereto. SUBGRANTEE shall not discriminate

against a qualified individual with a disability and shall comply with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.*, and any rules and regulations related thereto. SUBGRANTEE shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin or disability in connection with the performance of this Grant Agreement.

- d) Monitor Activities. The COUNTY shall have the right to monitor all activities of the SUBGRANTEE related to this Grant Agreement. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all SUBGRANTEE personnel in every phase of performance of work related to this Grant Agreement. COUNTY will conduct a risk assessment pre-award and will conduct site visits as necessary for sub-recipient monitoring. County agrees to comply with Subgrantee's COVID-19 policy when coming on site.
- e) Reporting. Within 15 calendar days at the conclusion of each calendar quarter during the Term of this Grant Agreement, SUBGRANTEE shall furnish COUNTY with a report (Attachment B).
- f) Retention of Records. SUBGRANTEE agrees to retain all records related to the Project, which are required to be retained pursuant to this Agreement or the ARPA program rules and regulations for three (3) years following COUNTY's date of notice to SUBGRANTEE of administrative closeout of the Grant.
- g) Prohibition on Lobbying. In accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the SUBGRANTEE or its subcontractors in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement or loan.
- h) Suspension and Debarment. By signing this agreement, SUBGRANTEE certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this agreement suspended, debarred or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the disbarred vendors list. Further, SUBGRANTEE agrees to notify agency by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this agreement.
- i) Federal Audit Requirements. SUBGRANTEE agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. SUBGRANTEE agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits and States, Local Governments, and Non-Profit Organizations. If findings are made which cover any part of this award, SUBGRANTEE shall provide one copy of the audit report to COUNTY and require the release of the audit report by its auditor to be held until adjusting entries are disclosed and made to COUNTY records.

- 5) Responsibilities of County. COUNTY will, at its discretion, assist in providing SUBGRANTEE access to information, including without limitation providing SUBGRANTEE with information concerning SLFRF-ARPA program requirements, rules and regulations and other statutes and regulations referred to herein, and will cooperate with SUBGRANTEE whenever possible. COUNTY shall have no obligations, other than those specifically set forth herein, regarding the Project or its performance.

6) Special Provisions.

- a) Limitation on Payments. COUNTY's obligation to pay SUBGRANTEE for Project activities rendered pursuant to this Grant Agreement is conditioned upon the availability of federal government funds that are allocated to pay SUBGRANTEE hereunder. If grant agreement monies are not allocated and available for COUNTY to pay SUBGRANTEE for the performance of the Project, COUNTY may terminate this Grant Agreement at any time in its discretion without further liability or obligation hereunder.

COUNTY shall notify SUBGRANTEE at the earliest possible time if this Grant Agreement will or may be affected by a shortage or unavailability of funds. No liability shall accrue to COUNTY in the event termination of this Grant Agreement occurs or this Grant Agreement is affected in any other way by a lack of funds. COUNTY shall not be obligated or liable for any future payments due or promised hereunder or for any damages to SUBGRANTEE or any other person or entity as a result of termination under this section.

- b) No Finder's Fees. No finder's fee, employment agency fee, broker fee or other such fee related to this Grant Agreement shall be paid by either party.
- c) Office Space. SUBGRANTEE will not include charges or seek reimbursement in any invoice submitted to COUNTY for office or building space of any kind obtained by SUBGRANTEE for the performance of the Project. SUBGRANTEE will make no charge for office or building space unless specific provisions are included for such in this Grant Agreement. Under no circumstances will SUBGRANTEE be allowed to purchase office equipment with funds received through this Grant Agreement.
- d) Minority Business Enterprise. SUBGRANTEE is strongly encouraged to actively promote and encourage maximum participation of Minority Business Enterprises (MBE) as sources of supplies, equipment, construction and services in connection with performance of the Project.
- e) Budget Transfer Limitation. SUBGRANTEE agrees it will not exceed any of the line item totals listed on Attachment C by more than ten percent (10%) without prior approval from COUNTY. Such changes will not result in any change in the total Project costs, or a change in the Grant amount.
- 7) Default and Remedies. In the event SUBGRANTEE defaults or is deficient in the performance of any term of this Grant Agreement or any requirements of the ARPA program

rules and regulations, then COUNTY and/or the U.S. Department of Treasury shall have the right to exercise all remedies provided by law or in equity, including without limitation:

- a) Immediately terminating this Grant Agreement without further liability or obligation of COUNTY;
- b) Issuing a letter of warning advising SUBGRANTEE of the deficiency and putting the GRANTEE on notice that additional action will be taken if the deficiency is not corrected or is repeated;
- c) Recommending, or requesting SUBGRANTEE to submit proposals for corrective actions, including the correction or removal of the causes of the deficiency;
- d) Advising SUBGRANTEE that a certification will no longer be acceptable and that additional assurances will be required in such form and detail as COUNTY and U.S. Department of Treasury may require.
- e) Advising SUBGRANTEE to suspend disbursement of funds for the deficient activity;
- f) Advising SUBGRANTEE to reimburse any amounts improperly expended and reprogram the use of the funds in accordance with applicable requirements;
- g) Changing the method of payment to SUBGRANTEE; and/or
- h) Reducing, withdrawing, or adjusting the amount of the Grant.

8) General Provisions.

- a) Amendments. Any changes, modifications, revisions or amendments to this Grant Agreement, which are mutually agreed upon in writing by the parties hereto, shall be incorporated by written instrument, signed by all parties to this Grant Agreement.
- b) Applicable Law/Venue. The construction, interpretation and enforcement of this Grant Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Grant Agreement and the parties, and exclusive venue for any action shall be in the First Judicial District, Laramie County, Wyoming.
- c) Assignment. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant Agreement without the prior written consent of the other party. In the event there is a sub-grant(s) under this Grant Agreement, SUBGRANTEE shall include all of the provisions of this Grant Agreement in every sub-grant agreement awarded and shall make such provisions binding on each sub-grantee as if it were the SUBGRANTEE hereunder. SUBGRANTEE shall not use this Grant Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of COUNTY.

- d) Assumption of Risk. SUBGRANTEE shall be responsible for any loss of state or federal funding, either administrative or program dollars, due to SUBGRANTEE'S failure to comply with this Agreement and all state or federal ARPA requirements. COUNTY shall notify SUBGRANTEE of any state or federal determination of noncompliance.
- e) Attorneys' Fees. If COUNTY must enforce this Grant Agreement as a result of a default in the performance of this Grant Agreement, COUNTY shall be entitled to its reasonable attorneys' fees and costs incurred in such enforcement.
- f) Confidentiality of Information: The SUBGRANTEE acknowledges that information it may receive or have access to as a result of its performance under this agreement may be confidential. SUBGRANTEE agrees that it shall comply with all applicable laws and regulations, whether state or federal, in the collection, maintenance and release of such information. COUNTY and its agents, or authorized representatives, shall have access to all confidential information in accordance with the requirements of state and federal laws and regulations. COUNTY agrees that it shall comply with all applicable laws and regulations, whether state or federal, in the collection, maintenance and release of such information. Any other parties will be granted access to confidential information only after complying with the requirements of state and federal laws and regulations pertaining to such access. Nothing herein shall prohibit the disclosure of information in summary form, including the publishing of reports of services provided in this Grant Agreement, so long as the identity of the client remains confidential and all other State & Federal laws and regulations are met.
- g) Conflict of Interest: The SUBGRANTEE and COUNTY confirm that, to their knowledge, no COUNTY employee has any personal or beneficial interest whatsoever in the services described herein. No staff member of the SUBGRANTEE, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity that would constitute a conflict of interest relative to this Agreement.
- h) Entirety of Grant Agreement: This Grant Agreement (9 pages), Attachment A, Application, (9 pages), Attachment B, Approved Budget, (1 page) and Attachment C, Reporting, (1 page) represent the entire and integrated Grant Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- i) Indemnification: To the fullest extent permitted by law, SUBGRANTEE shall indemnify, defend and hold harmless COUNTY, and its officers, agents, employees, successors and assigns from any cause of action, losses, injuries, liabilities, damages, claims, demands or costs arising from or in connection with this grant agreement (including reasonable attorneys' fees) (collectively "Claims") arising out of all activities in connection with the Project, Grantee's (and any sub-grantee's) performance under this Grant Agreement, or failure by SUBGRANTEE (or any sub-grantee) to comply with the terms of this Agreement or any ARPA program rules and/or regulations. SUBGRANTEE shall be solely liable and responsible for all acts or omissions in connection with the Project or the performance of the Project or this Agreement (including without limitation the acts, omissions or performance of the Project or this Agreement by any sub-grantee), including without limitation all Claims arising in connection therewith, and COUNTY (its officers,

agents, employees, successors and assigns) shall have no liability to SUBGRANTEE, any sub-grantee or any third party for, and shall be released from, all such Claims.

- j) Independent Contractor: SUBGRANTEE shall function as an independent contractor for the purposes of this Grant Agreement, and shall not be considered an employee of COUNTY for any purpose. SUBGRANTEE shall assume sole responsibility for any debts or liabilities that may be incurred by the SUBGRANTEE in fulfilling the terms of this Grant Agreement, and shall be solely responsible for the payment of all federal, state and local taxes that may accrue because of this Grant Agreement. Nothing in this Grant Agreement shall be interpreted as authorizing SUBGRANTEE or its agents and/or employees to act as an agent or representative for or on behalf of COUNTY, or to incur any obligation of any kind on the behalf of COUNTY. SUBGRANTEE agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to COUNTY employees will inure to the benefit of SUBGRANTEE or SUBGRANTEE'S agents and/or employees as a result of this Grant Agreement.
- k) Kickbacks: SUBGRANTEE warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant Agreement.
- l) Notices: All notices arising out of, or from, the provisions of this Grant Agreement shall be in writing and given to the parties at the address provided under this Grant Agreement, either by regular U.S. mail or delivery in person. Delivery shall be deemed to have occurred 3 days following deposit in the U.S. mail or upon delivery in person.
- m) Grantee to Keep Informed: The SUBGRANTEE shall keep fully informed of all federal and state laws, local laws, regulations and all other orders and decrees of bodies or tribunals having any jurisdiction or authority, which may, in any manner, affect the duties and responsibilities to be performed by SUBGRANTEE under the terms and conditions of this Grant Agreement.
- n) Patent or Copyright Protection. SUBGRANTEE recognizes that certain proprietary matters, techniques or information may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by the SUBGRANTEE or its sub-grantees hereunder in connection with the Project will infringe any such rights of any person or entity nor will it violate any restriction. SUBGRANTEE shall defend, indemnify and hold harmless COUNTY from any infringement, violation or alleged infringement or violation of any such patent, trademark, copyright, license or other restrictions.
- o) Prior Approval: This Grant Agreement shall not be binding upon either party, no services shall be performed under the terms of this Grant Agreement, and no funds will be disbursed hereunder until all necessary approvals and actions have occurred as determined by COUNTY in its discretion and this Grant Agreement has been reduced to writing and signed by both parties.

- p) Severability: Should any portion of this Grant Agreement be judicially determined to be illegal or unenforceable, the remainder of the Grant Agreement shall continue in full force and effect as if the illegal or unenforceable term was omitted.
  - q) Governmental Immunity: Neither party waives its governmental immunity, as provided by any applicable law including W.S. 1-39-101 *et seq.*, by entering into this Agreement. Further, both parties fully retain all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.
  - r) Force Majeure. The performance of this Grant Agreement by the parties shall be subject to force majeure including, but not limited to, acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, government regulations or advisory, recognized health threats as determined by the World Health Organizations, the Centers for Disease Control, or local government authority or health agencies (including, but not limited to, the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones present, dissuade, or unreasonably delay the performance required by this Grant Agreement. This Grant Agreement may be canceled by any party, without liability, damages, fees, or penalty and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.
  - s) Taxes: SUBGRANTEE shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to social security taxes, workers' compensation, unemployment insurance and sales taxes in connection with performance of the Project and this Grant Agreement.
  - t) Time is of the Essence: Time is of the essence in the performance by SUBGRANTEE of all provisions of the Grant Agreement.
  - u) Waiver: The waiver of any breach of any term or condition in this Grant Agreement shall not be deemed a waiver of any prior or subsequent breach.
  - v) Titles Not Controlling Titles of sections are for reference only, and shall not be used to construe the language in this Grant Agreement.
  - w) 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 Grant Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Grant Agreement shall operate only between and for the benefit of the parties to this Grant Agreement.
- 9) Signatures. By signing this Grant Agreement, the parties represent and warrant that they have read and understood it, that they agree to be bound by the terms of the Grant Agreement, that they have the authority to sign it, and that they have received a signed and dated copy of the Grant Agreement.



The effective date of this Grant Agreement is the date of the signature last affixed to this page.

**LARAMIE COUNTY, WYOMING**

By: \_\_\_\_\_  
Troy Thompson, Chairman  
Laramie County Commissioners

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

By: \_\_\_\_\_  
Debra Lee, Laramie County Clerk

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

**CHEYENNE REGIONAL MEDICAL CENTER**

By:  \_\_\_\_\_  
Tim Thornell, Chief Executive Officer

10/18/2022 | 15:16:22 MDT

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

**REVIEWED AND APPROVED AS TO FORM ONLY**

By:  \_\_\_\_\_  
Laramie County Attorney's Office

10.24.22  
\_\_\_\_\_  
Date



# MEMORIAL HOSPITAL LARAMIE CNTY

Unique Entity ID <b>GZM7NGLXZNC4</b>	CAGE / NCAE <b>0DSH2</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Nov 4, 2022</b>	
Physical Address <b>214 E 23RD ST Cheyenne, Wyoming 82001-3748 United States</b>	Mailing Address <b>214 E. 23RD Street Cheyenne, Wyoming 82001-3748 United States</b>	

## Business Information

Doing Business as <b>CHEYENNE REGIONAL MEDICAL CENTER</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Wyoming 00</b>	State / Country of Incorporation <b>(blank) / (blank)</b>	URL <b>(blank)</b>

## Registration Dates

Activation Date <b>Nov 8, 2021</b>	Submission Date <b>Nov 4, 2021</b>	Initial Registration Date <b>Apr 30, 1998</b>
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## Entity Dates

Entity Start Date <b>Jan 1, 1919</b>	Fiscal Year End Close Date <b>Jun 30</b>
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## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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## Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

## Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

## Exclusion Summary

Active Exclusions Records?

No

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

## Entity Types

### Business Types

Entity Structure <b>U.S. Government Entity</b>	Entity Type <b>US Local Government</b>	Organization Factors <b>(blank)</b>
Profit Structure <b>(blank)</b>		

**Socio-Economic Types**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

**Government Types**

U.S. Local Government

County

Other Entity Qualifiers

Hospital

**Financial Information**

Accepts Credit Card Payments

Yes

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

0DSH2

**Points of Contact****Electronic Business**

Erika Novick

214 E. 23RD Street

Cheyenne, Wyoming 82001

United States

Dawn Swaen

214 E. 23RD Street

Cheyenne, Wyoming 82001

United States

**Government Business**

Greg O'Barr

214 E. 23RD Street

Cheyenne, Wyoming 82001

United States

ANDREA Galik

214 E. 23RD Street

Cheyenne, Wyoming 82001

United States

**Service Classifications****NAICS Codes**

Primary

Yes

NAICS Codes

622110

NAICS Title

General Medical And Surgical Hospitals

**Disaster Response**

This entity does not appear in the disaster response registry.

## Laramie County ARPA Subrecipient Risk Assessment

Subrecipient Name	Cheyenne Regional Medical Center
DUNS Number and/or Unique Entity ID	GZM7NGLXZNC4
Grant Program Name	ARPA CFDA# 21.027
Grant Amount	\$7,000.00
Grant Period	3/3/2021-5/31/2023
Date of Risk Assessment	6/17/2022

### Section One-Monitoring

Risk Factors	Yes	No
Have any other entities alerted us to potential risk areas?		x
Is the applicant debarred, suspended, or show delinquent federal debt in sam.gov?		x
Is the Subaward more than \$25,000?		x
Total "Yes" responses	0	

### Section Two-Reimbursements/Budgeting

Risk Factors	Yes	No
Has the entity been timely in responding to program/fiscal questions?	x	
Does the applicants accounting system segregate expenditures by funding source?	x	
Has the applicant managed federal funds in the past 24 months?	x	
Does the entity have the ability to report on program operations in a timely manner?	x	
Does the entity have a operations budget?	x	
Does the entity have a financial management system in place to track and record the program expenditures and generate invoices?	x	
Total "No" responses	0	

### Section Three-Operations

Risk Factors	Yes	No
Has the program had problems with staff retention?		x
Does the entity have any loss contingencies required to be disclosed on audited financial statements?		x
Does the entity lack effective procedures & controls for handling federal funds under 2 CFR Part 200?		x
Total "Yes" responses	0	

\*Use "x" as your tally mark.

Total of all Sections	0
0 to 4	Low Risk
5 to 8	Medium Risk
9 to 12	High Risk

Laramie County, Wyoming Application for Nonprofit Organizations Affected by the COVID-19 Pandemic-Applications are due 4/29/22.

**1. Name of Nonprofit**

Organization:

Cheyenne Regional Medical Center Forensic Nursing Program

**2. Owner/Authorized Representative's**

Barbara Horton, BSN, RN

**3. If applicable, Federal Tax Identification**

803-6000194

**4. Physical Address of your nonprofit Organization:**

214 E. 23<sup>rd</sup> Street Cheyenne, Wyoming 82001

**5. Primary Contact:**

Person:

Barbara L. Horton, BSN, RN

**6. Email address:**

Barbara.horton@crmcwy.org

**7. Telephone number:**

307-633-3050

**8. Provide mission statement/purpose:**

We Inspire Great Health! Putting service before self, our family cares for your family with compassion, experience, and innovation. We Inspire Great Health!

**9. Please describe how the COVID-19 pandemic has caused a negative impact to your nonprofit organization and/or the population you serve.**

COVID placed a fear on people of going to the hospital to receive care if it was not perceived as an emergency or COVID related which contributed to decreased number of victims served. COVID also stopped a lot of ongoing education needed for healthcare workers (non-COVID education). This lack of education contributes to decreased awareness to extremely important medical needs such as strangulation.

**10. Program/Project**

a. Briefly describe the program/project you are requesting funds for:

Strangulation training for a multi-disciplinary approach to better and more effectively care for victims of strangulation.

b. Describe the need for your program/project.

Studies show strangulation occurs in 5-25% of sexual violence cases alone, but often go undetected. Due to the lethality risks associated with strangulation, first responders, law enforcement, and healthcare workers need education about strangulation (Alliance for Hope International, 2022).

c. Identify any other organizations in Laramie County that address this need.

There are no other organizations that I am aware of that offer training on strangulation in Laramie County.

d. Is this a new, existing, or changed program?

This would be a new offering here, but the program through Alliance for Hope International has existed for many years (previously called Training Institution on Strangulation).

e. Specifically, what will you use ARPA funds for?

The ARPA funds will be used to pay for a one-day virtual training on strangulation for an unlimited number of attendees. This offering will be sent out to all members of the multi-disciplinary team in Laramie County including but not limited to: Cheyenne Police Department, Laramie County Sheriff's Office, EMS, DFS, CRMC trauma services, CRMC Emergency Department/Forensic Nurses, Coroner's Office, Laramie County District Attorney's Office, etc.

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f. Who will benefit and how (population served)?

The victims of strangulation will benefit through proper education to all that serve this high-risk population from the moment of occurrence.

g. How will you prevent the duplication of benefits to end users?

This has not been offered in this forum in Laramie County. We will continue to educate others and reach out with information over time after receiving the training to make sure it reaches those that did not attend the training. This information is essential in caring for victims of domestic violence and sexual assault. Often, victims of many of these crimes are not asked the right questions or assessed in a proper manner to detect for strangulation.

h. How many individuals/families will be served by this program/project?

It's difficult to put a number to how many individuals or families would be served because the intention is to increase the education to everyone who cares for these victims and increase detection of the act

committed. Our hope is that through proper education to all involved, we would see an increase in the numbers of people served and increased quality of care given to those individuals. We know the victims are out there in our community. We need to reach them and care for them.

i. How will these funds help you respond to, or recover from COVID 19?

These funds will further educate everyone who potentially is in the chain of caring for victims of strangulation. We can utilize the funds to bring Alliance for HOPE International to our county in a safe manner through a virtual training opportunity. We have to think outside the box for education and use funds to reach as many people as possible. That is what I love about this virtual option is that it is unlimited in the number of attendees. We can invite everyone in the county to participate to spread the knowledge for our community.

#### **11. Project Outcomes**

a. If this is a continuing activity, describe measurable outcomes of your previous years' work regardless of funding source.

This is a one-time educational offering for a tentative date in the fall of 2022.

b. Describe anticipated measurable outcomes for your proposed project/program.

Measurable outcomes would be to see an increase of the number of victims identified and cared for through our community. In the forensic nursing office as an example, we keep a spreadsheet to identify the type of patient served and the care they received. Additional measurable outcomes would be to see and increased number of patients brought in by EMS, and monitor for the recommended care received in the ED.

#### **12. Agency's Auditing and Fiscal Controls**

a. Briefly describe your agency's financial oversight/internal controls to minimize opportunities for fraud, waste and mismanagement.

CRMC has an established financial department that manages our funds and ensures the funds received are used in the manner intended.

b. How does your agency plan to segregate ARPA funds from other agency funds for purposes of identification, tracking, reporting and audit?

CRMC has a financial set up specific to segregate ARPA funds from other agency funds to once again ensure proper use. These funds are kept separate and monitored closely by our compliance department.

**13. If applicable, please list the grand total revenue collected by your nonprofit organization in calendar year 2019 (documentation is required to support**



this figure).

Not applicable due to no other training opportunities in this specific area are given.

14. If applicable, please list the grand total of revenue collected by your nonprofit organization in calendar year 2020 (documentation is required to support this figure).

Not applicable due to no other training opportunities in this specific area are given.

15. If applicable, please list the grand total of revenue collected by your nonprofit organization in calendar year 2021 (documentation is required to support this figure).

Not applicable due to no other training opportunities in this specific area are given.

16. How much are you requesting in Laramie County ARPA funds? Please provide a detailed budget breakdown for requested items.

\$8,500

Alliance for Hope International Strangulation Training and Preparation 1 Day with 2 Speakers

1. Faculty: Preparation and presentation \$3250
2. Faculty: Preparation and presentation \$3250
3. Project Director: course Coordination, Logistics, Preparation, and Materials \$1500.
4. Recording access and storage: Recording and storage for 2 years \$500

\*\*\* (Please see attached invoice also)

17. Is your organization facing any pending litigation or legal action? If yes, please explain.

No.

18. Is your organization registered in Sam.gov to be eligible to receive federal funds? Active Status will be required to be awarded ARPA funds.

Yes, we are.

Application Certification

By checking this box, you are certifying that the information provided herein is true and correct to the best of your knowledge.

Print Name: Barbara L. Horton Title: BSN RN  
Signature: Barbara L. Horton Date: 4/28/2022



## Strangulation Training Budget

**Organization:** Alliance for HOPE International      **Training Date:** TBD  
**Training Description:** Strangulation Training and Preparation      **Location:** Location TBD  
**Number of Training Days & Speakers:** 1 Day With 2 Speakers (virtual)

Consulting Fees				
Line	Faculty	Description/Justification		Total
1	Faculty	Preparation and presentation		3,250
2	Faculty	Preparation and presentation		3,250
3	Project Director	Course Coordination, Logistics, Preparation, and Materials		1,500
<b>Total</b>				\$8,000
Consulting Fees				
1	Recording access & storage	Recording and storage (for 2 years) of 2 days of virtual training		500.00
<b>Total</b>				\$500
<b>Training Grand Total</b>				\$8,500

\* Proposed faculty will be confirmed upon contractual agreement

## **Strangulation Training – The Last Warning Shot – Course Descriptions and Objectives**

### **Because We Didn't Know: Why Strangulation Matters So Much**

Police and prosecutors are only recently learning what survivors of non-fatal strangulation have known for years – that many domestic violence offenders and rapists do not strangle their partners to kill them; they strangle them to let them know they can kill them – any time they wish. Almost half of all domestic violence homicide victims have experienced at least one episode of strangulation prior to a lethal or near-lethal violent incident. Victims of one episode of strangulation are 750% more likely of becoming a homicide victim at the hands of the same partner than a woman is assaulted but not strangled. Today, 47 States have passed felony strangulation laws to hold offenders accountable for the crimes they are committing. In 2013, VAWA passed a felony strangulation/suffocation law requiring no visible injury understanding the significance of internal injuries and the risk of death. Subsequent federal sentencing guidelines now recommend up to 10 years in prison for strangulation and/or suffocation assaults. This session will provide a national overview of our current understanding of non-fatal strangulation assaults including the severity and lethality of strangulation, the risk to police officers, the link to other crimes including mass shootings, and resources from the Training Institute on Strangulation Prevention.

**Objectives:** 1) Increase understanding of why strangulation and suffocation offenses must be treated as felonies and made our top priority; 2) Improve system response to the handling of non-fatal strangulation through multi-disciplinary teams; and 3) Increase awareness about current research, laws, best practices and resources.

### **If We Only Knew: The Physiology of Strangulation – Medical 101**

Strangulation is one of the most lethal forms of domestic violence. Minimal pressure on the neck can cause serious injury, death, delayed death and/or long-term consequences. Strangulation involves the application of pressure and/or blunt force trauma to the carotid and vertebral arteries and jugular veins. Unconsciousness can occur in seconds and death within minutes. Strangulation carries a risk of arterial damage, stroke, and delayed death. When an artery is damaged, the normal pathophysiology is for the body to create a blood clot. If the clot becomes large enough, the clot can completely obstruct the normal flow of blood within the artery. The time period from a patient's neck trauma to the time of presentation at a hospital with neurological symptoms, including strokes, can range from hours to years. Yet victims can look fine and say they are fine. This session covers the challenges in evaluating strangulation cases, reviews terminology, explains basic physiology, lists all the signs and symptoms of strangulation and suffocation cases as well as shares case studies, photos and new techniques used by clinicians to assess a strangled victim. This session will also explain why strangulation is great bodily injury and poses a substantial risk of death or impairment to the brain, lungs and heart.

**Objectives:** 1) Increase understanding of the signs and symptoms of strangulation; 2) Increase understanding of internal injuries, delayed death and long-term consequences; and 3) Improve identification and documentation by dispatchers, paramedics, nurses and police.

### **How Do You Know: On Scene and Follow-up Investigations**

Incidents of domestic violence account for the single largest category of calls-for-service that police agencies are called upon to investigate. Before strangulation laws were passed, most jurisdictions in America rarely prosecuted "choking" cases and when we did, most cases were prosecuted as misdemeanors. Strangulation cases were unintentionally being minimized due to the lack of visible injuries, lack of investigative training, and the absence of specific strangulation laws and formal investigative protocols. San Diego's study of 300 cases helped Maricopa County, Arizona realize more

could be done. Today, "choking" cases are called non-fatal or near-fatal strangulation and are now being successfully prosecuted as felonies in many states. Law enforcement officers in every jurisdiction – federal, state and tribal – need to be trained on the severity of strangulation and common misconceptions these officers hold need to be corrected. Officers must be aware that strangulation is a potentially lethal form of intimate partner violence and that it should not be treated as abuse like a slap in the face. This session will put the medical symptoms and signs of strangulation into practice. If an officer suspects that strangulation has occurred, he/she must call for paramedics or at the least strongly encourage the victim to seek medical attention because swelling or other undetected injuries of the throat can be life threatening. All of this information is essential to the efforts of the prosecutor. This session also focuses on how to build a non-strangulation case for felony prosecution using a multi-disciplinary approach, specialized training, specialized investigative forms and specific investigative questions for strangled victims. It will also explain how the use of trauma-informed interviewing techniques and forensic exams aid specially trained prosecutors.

**Objectives:** 1) Improve the identification, investigation and documentation of strangulation cases; 2) Increase felony prosecutions and accountability; and 3) Increase use of multi-disciplinary teams and illustrate the framework of the implementation of new investigative protocols.

#### **How Do You Prove It: All Things Legal**

Prosecuting domestic violence and sexual assault cases are some of the most difficult cases to prove. Strangulation cases, especially with the lack of visible injury, are even more challenging. This session will focus on making good use of the evidence collected at the scene and during follow investigations to build a successful strangulation case for trial. Such evidence includes the use of prior domestic violence incidents, 911 recordings, victim and witness follow-up interviews, the use of experts when a victim recants and to explain the subtle signs and symptoms of strangulation, demonstrative evidence for your opening and closing arguments, and using emerging laws to your benefit. This session will discuss successful techniques employed by different jurisdictions around the country in successfully prosecuting strangulation and suffocations without injuries and without the victim's testimony. This session will also provide an overview of emerging strangulation laws, and how to successfully overcome common defenses in strangulation cases, especially self-defense. Because most strangulation victims do not have visible external injuries, non-fatal strangulation cases are frequently minimized by law enforcement, medical advocacy, mental health professionals, and even courts. Seeing is believing. Jurors may expect to see visible external injuries to believe a victim was strangled or suffocated. It is important to develop and utilize medical experts in the prosecution of non-fatal strangulation cases in order to explain the lack of injuries, the subtle signs and symptoms of strangulation, the vulnerability of the neck, loss of consciousness, delayed consequences and life-threatening injuries.

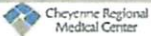
**Objectives:** 1) Increase the prosecution of felony strangulation cases with or without the victim's participation; 2) Increase offender accountability for the crimes they commit; 3) Reduce the number of strangulation cases being dismissed or reduced to misdemeanors simply because the victim recants or doesn't appear in court; and 3) Improve victim safety through early intervention.

#### **They Have a Right to Know: The Hidden Hurt of Strangulation - ADVOCACY**

Most victims do not understand the seriousness of strangulation including the immediate, delayed and long term consequences of strangulation. Many victims may not even remember they were strangled. The lack of oxygen to the brain will impact the brain's ability to record information. The trauma of being

strangled will likely cause memories to be jumbled. The myriad of physical and emotional issues may cause the victim to appear uncooperative and reluctant to prosecute. While they fear their partner, they also love them and rely on them not only emotionally but often times financially as well. If their abuser is prosecuted and sentenced to jail or prison, that affects the family's income and leads to financial hardship. Also, imprisonment only offers temporary peace to the victim. The abuser will eventually be released and victims fear the retribution that will follow. Retribution is also a concern if the prosecution is unsuccessful. Because of that fear, studies show that 80-85 percent of abused women will deny allegations of abuse after the incident and will refuse to testify. How professionals approach, interview and support a traumatized victim is the key to breaking the cycle of abuse and improving our investigation, prosecution and advocacy. The use of an advocate is critical to a victim's emotional state and ability to heal from the violence. This session will address how all professionals can help victims understand the trauma they have experienced, the seriousness and lethality of non-fatal strangulation, how to make good use risk assessment tools, better use of the power & control wheel, how to convince victims to seek medical attention and promote their health and safety. This session will also share practical tips when working with reluctant victims, new research and new tools.

**Objectives:** 1) Increase victim awareness and education about the risk of strangulation; 2) Increase the use of risk assessment tools and other resources, and 3) Improve advocacy for the strangled victim/patient among all disciplines.



## 10010310 - SANE VOCA GRANT

2022 Budget

Manager: Barbara Horton

Director: Sarah White

	2021 July Budget	2021 August Budget	2021 September Budget	2021 October Budget	2021 November Budget	2021 December Budget	2022 January Budget	2022 February Budget	2022 March Budget	2022 April Budget	2022 May Budget	2022 June Budget	2022 Total Budget
870500000 LICENSES AND TAXES	166.67												
870600000 BOOKS AND SUBSCRIPTIONS:													
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL BOOKS AND SUBSCRIPTIONS:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
870700000 FORMS AND PRINTING	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
870800000 MILEAGE	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	600.00
870850000 BUSINESS LUNCHES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
870900000 SCHOOLS AND CONFERENCES:													
Advanced Strangulation Training	133.33	133.33	133.33	133.33	133.33	133.33	133.33	133.33	133.33	133.33	133.33	133.37	1,600.00
IAFN Conference	208.33	208.33	208.33	208.33	208.33	208.33	208.33	208.33	208.33	208.33	208.33	208.37	2,500.00
Crimes Against Children	233.33	233.33	233.33	233.33	233.33	233.33	233.33	233.33	233.33	233.33	233.33	233.37	2,800.00
Wyoming Joint Symposium Child & Adolescents	52.08	52.08	52.08	52.08	52.08	52.08	52.08	52.08	52.08	52.08	52.08	52.12	625.00
SANE-A Clinical Trainings in Colorado Springs	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.63	500.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SCHOOLS AND CONFERENCES:	668.74	668.74	668.74	668.74	668.74	668.74	668.74	668.74	668.74	668.74	668.74	668.86	8,025.00
871200000 FREIGHT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
871300000 CUSTOMER RELATIONS	6.25	6.25	6.25	6.25	6.25	6.25	6.25	6.25	6.25	6.25	6.25	6.25	75.00
871400000 ADVERTISING	54.17	54.17	54.17	54.17	54.17	54.17	54.17	54.17	54.17	54.17	54.17	54.13	650.00
871500000 MISCELLANEOUS:													
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
871600000 EMPLOYEE RECOGNITION	14.58	14.58	14.58	14.58	14.58	14.58	14.58	14.58	14.58	14.58	14.58	14.62	175.00
880010000 DEPRECIATION MAJOR MOVABLE	406.31	406.24	406.31	406.31	406.31	406.31	406.31	406.31	406.31	406.31	406.31	406.31	4,875.62
To add a new account, select Add Row(s) from the Axiom Ribbon File Options section													
Subtotal Other Expenses	1,750.16	1,750.09	1,750.16	1,750.16	1,750.16	1,750.16	1,750.16	1,750.16	1,750.16	1,750.16	1,750.16	1,750.34	21,002.00
Total Expenses	35,862	35,539	35,647	35,972	35,637	35,543	36,937	31,001	38,025	35,677	38,171	35,097	425,110
Total Gain or Loss	408	731	2,623	298	2,633	728	(666)	5,269	(1,753)	594	(1,901)	1,174	10,136

Cheyenne Regional Medical Center Approved Budget

<u>Category</u>	<u>Amount</u>
Strangulation Educational Course	\$ 7,000.00
	\$ 7,000.00

**U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund**

## Laramie County ARPA Nonprofit Subgrantee Quarterly Report

**CFDA #21.027**

1. Describe the progress of the ARPA funded activities. Include in the narrative any issues or problems affecting the progress of the project.
2. Please describe the impact the project is having on your agency in terms of clients served, deliverables, and community partnerships.
3. What were your expenditures under the ARPA funds for the quarter and in what line item did they take place?
4. What activities do you anticipate for the next quarter with ARPA funds?
5. Any additional comments?