

050705-27

**Mental Health Services Agreement**  
**Laramie County, Wyoming / Jerry Post, Psy.D., P.C.**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, 310 West 19<sup>th</sup>, Cheyenne, WY 82001 (COUNTY), and Jerry Post, Psy.D, P.C., 2515 Warren Avenue, Suite 400, Cheyenne, Wyoming, 82001 (PROVIDER).

**I. PURPOSE**

The purpose of this Agreement is to provide for mental health services for the Laramie County Sheriff's Department.

**II. TERMS**

1. **Term:** This Agreement shall commence from the date the last signature is affixed to this Agreement and shall remain in full force and effect through June 30, 2006.

2. **Services:** PROVIDER agrees to provide mental health services at the Laramie County Sheriff's Department. PROVIDER shall provide services up to 30 hours per week for the Laramie County Detention Center and additional psychological services as requested by mutual agreement for the Sheriff's Department on a case by case basis. Such additional services shall include, but not necessarily be limited to, pre-employment screening, risk assessments and evaluation and fitness for duty evaluations. Services shall be by a qualified licensed mental health professional and/or other individuals permitted to engage in the practice of psychology pursuant to Wyoming law and regulation and supervised by PROVIDER. Fees for services shall be as provided in Attachment 'A' to this agreement which is fully incorporated herein. Fees for services not specifically stated in Attachment 'A' or for services needed which are not contemplated in Attachment 'A' shall be set and agreed to by mutual agreement between the Laramie County Sheriff's Department and PROVIDER

3. **Billing:** PROVIDER shall bill COUNTY by a properly executed Laramie County Voucher. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

LARAMIE COUNTY CLERK  
CHEYENNE, WY.  
2005 JUL 19 11:46

*C. J. Post  
attorney  
for Jerry Post*

**COPY OF RECORD**

4. **Records:** PROVIDER shall perform research of its records prior to engagement in the evaluation, treatment or provision of services in regard to any individual and will advise COUNTY before providing any such services, evaluation or treatment, in advance of the provision of same, of any actual or potential conflict in regard to each specific case. Evaluation by PROVIDER of any conflicts in regard to the provision of services shall be conducted in accordance with the law, rules, regulations and/or ethical guidelines attendant upon the professional practice of psychology.

5. PROVIDER shall maintain adequate records of services provided and shall make records available to COUNTY. Any records or documentation developed as a result of the services described above in paragraph 2 are confidential and shall not be released except in accord with applicable law and with the written consent of the Laramie County Sheriff or his designee.

PROVIDER further agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are concluded. PROVIDER agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the PROVIDER which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions. It is agreed that finished or unfinished documents, data or reports, prepared by PROVIDER under this contract shall be considered the property of the COUNTY and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for the convenience of the COUNTY, will be turned over to the COUNTY.

4. **Taxes and Licenses:** PROVIDER shall pay all applicable taxes, and shall keep current all necessary licenses, permits and certifications necessary to fulfill the terms and conditions of this Agreement. PROVIDER agrees to immediately notify the Laramie County Sheriff if PROVIDER's or its agents' licenses or certifications are suspended or revoked and of any pending action before the applicable agency or board for suspension or revocation of said licenses.

5. **Liability Coverage:** Liability risk coverage of \$250,000.00 per claimant, \$500,000.00 per occurrence shall be provided to PROVIDER, by Wyoming Association of Risk Management (WARM) through the COUNTY account. WARM does not provide for any medical malpractice liability coverage

for incidents arising out of services provided at a health or medical clinic, public health department or by an ambulance service, therefore, if PROVIDER intends to provide such services, PROVIDER shall procure and maintain independent malpractice insurance.

## **GENERAL PROVISIONS:**

1. Independent Contractor: The services to be performed by PROVIDER are those of an independent contractor and not as an employee of COUNTY. PROVIDER are not eligible for Laramie County Employee benefits and will be treated as independent contractors for federal tax filing purposes. PROVIDER assume responsibility for their personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. PROVIDER are free to perform the same or similar services for others. Further, nothing in this agreement limits COUNTY in the choice of entities or persons to which it may offer mental health services work.

2. Acceptance Not Waiver: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve PROVIDER of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

3. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

4. Entire Agreement: This Agreement ( 7 pages) and its Attachment 'A' ( 2 pages) represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

5. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

6. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

7. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties the provisions of this Agreement are fully severable.

8. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to PROVIDER and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

9. Contingencies: PROVIDER certifies and warrants that no gratuities, kick-backs 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.

10. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

11. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

12. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY fully retains 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.

13. Indemnification: To the fullest extent permitted by law, PROVIDER agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of PROVIDER for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. PROVIDER shall carry liability and/or malpractice insurance as needed as directed by Section 5. "Liability Coverage" above, sufficient to cover their obligations under said section and provide COUNTY with proof of such insurance.

14. Third Parties: 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 the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

15. Conflict of Interest: COUNTY and PROVIDER affirm, to their knowledge, no employee of nor PROVIDER have any personal beneficial interest whatsoever in the agreement described herein. No staff member of or PROVIDER, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

16. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

17. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of 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 and equipment provided by PROVIDER the

Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify PROVIDER at the earliest possible time of the services which will or may be effected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

18. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

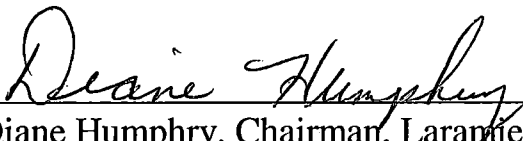
19. Compliance with Laws: PROVIDER shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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**Mental Health Services Agreement**  
**Laramie County, Wyoming/Jerry Post, Psy.D., P.C.**

Signature page


LARAMIE COUNTY, WYOMING

By:  Date 7-6-05  
Diane Humphry, Chairman, Laramie County Commissioners

ATTEST:

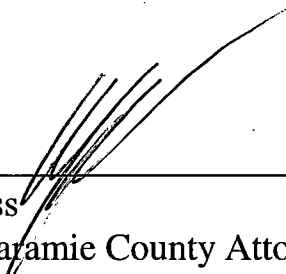
By:  Date 7-7-05  
Debbye Lathrop, Laramie County Clerk

JERRY POST, PSY.D. P.C.

By:  Date 7/12/05  
Jerry Post, Psy.D.

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  Date 6/29/05  
Mark Voss  
Deputy Laramie County Attorney

# ATTACHMENT

A



**Jerry Post, Psy.D., PC**  
**2515 Warren Ave., #400**  
**Cheyenne, WY 82001**  
**307.632.7771**  
**FAX 307.632.9697**

**Description of and Charges for Contracted Mental Health Services for Laramie County Sheriff's Department**

**Fiscal Year July 1, 2005-June 30, 2006**

**Risk Assessment**

Inmate safety assessment and medical consultation services provided on the Detention Center for 20 to 30 hours per week provided by a properly supervised mental health professional with a Master's Degree or a Doctorate in a licensable mental health discipline.

**Rate: \$31.50 per hour**

**Pre-employment Selection Report**

An examination and recommendations regarding employment of referred persons conducted or supervised by a licensed psychologist.

**Rate: \$280 per report**

**Weekend Notification Call**

On demand after hour and weekend notification of mental health close watch initiation and mental health emergencies, if response by on-call mental health person is required

**Rate: \$90 per hour, one hour minimum**

**Psychological Consultation. Routine Matters**

Consultation on routine matters, such as mental health service provision, detention center policies, etc.

**Rate: \$90 per hour**

**Psychological Consultation. Advanced Matters**

Consultation on advanced matters, such as Fitness for Duty Evaluations, Return to Duty Evaluation of officers involved in critical incidents, etc.

**Rate: \$120 per hour**

**Commitment Hearings**

**Evaluation of and testimony regarding mentally ill persons  
detained in the Detention Center for commitment to the State  
Hospital, including consultation by a licensed physician**

**Rate: \$300per hearing**

# LARAMIE COUNTY CLERK BOARD OF COUNTY COMMISSIONERS AGENDA ITEM PROCES

1. DATE OF PROPOSED ACTION: JULY 5, 2005

2. AGENDA ITEM: ☐ Appointments ☐ Bids/Purchases ☐ Claims  
☒ Contracts/agreements/leases ☐ Grants ☐ Land Use: Variances/Board App/Plats  
☐ Proclamations ☐ Public Hearings/Rules & Regs ☐ Reports & Public Petitions  
☐ Resolutions ☐ Other: \_\_\_\_\_


3. DEPARTMENT: LARAMIE COUNTY SHERIFFS DEPARTMENT

APPLICANT: SHERIFF AGENT: CAPTAIN LONG

4. DESCRIPTION: CONSIDERATION OF AN AGREEMENT FOR MENTAL HEALTH SERVICES FOR THE LARAMIE COUNTY SHERIFF'S DEPARTMENT BETWEEN DR. JERRY POST AND LARAMIE COUNTY.

Amount \$ As stated in Agreement From 7/5/05 to 6/30/06

5. DOCUMENTATION: \_\_\_\_\_ Originals and (4) four copies

Clerks Use Only:		RECEIVED AND APPROVED AS TO FORM ONLY BY ASSISTANT COUNTY ATTORNEY
<u>Commissioner</u>	<u>Signatures</u>	
Humphrey _____	Co Attny _____	
Knudson _____	Assist Co Attny _____	
Ketcham _____	Grants Manager _____	
Action _____	Outside Agency _____	
Postponed/Tabled _____		

**interoffice**  
MEMORANDUM

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**To:** Captain Long  
**From:** Rhonda, County Clerk's Office  
**Date:** July 8, 2005  
**Subject:** Mental Health Services

Attached is the Jerry Post contract (050705-27) that was approved at the Commissioners' meeting. Please obtain signatures and return "Copy of Record" to me.

Attachments