

MEMORANDUM OF UNDERSTANDING
Between
LARAMIE COUNTY, WYOMING GOVERNMENT and HEALTHWORKS

THIS MEMORANDUM OF UNDERSTANDING (hereinafter “MOU”) is made and entered into by and between Laramie County, Wyoming Government, as Governing Body for the Laramie County Recovery Courts Office, P.O. Box 608, Cheyenne, Wyoming 82003, (“COUNTY”) and Cheyenne Health and Wellness dba HealthWorks, 506 W. 17th St, Cheyenne, WY 82001 (“PROVIDER”), hereinafter may be referred to as the “Parties” for this Agreement. The Parties agree as follows:

I. PURPOSE

The purpose of this MOU is to establish an understanding between the Parties regarding billing for, and payment of, funds allocated to the COUNTY pursuant to a contract between the COUNTY and the Wyoming Department of Health, Behavioral Health Division. This MOU sets forth the rights and responsibilities of the parties regarding the COUNTY paying for services provided by PROVIDER, whose services are subject to payment under the contract.

II. RECITALS

- A. On September 17, 2024, the COUNTY entered into a “Contract Between the Wyoming Department of Health, Behavioral Health Division and Laramie County Commissioners as Governing Body for the Laramie County Court Supervised Treatment Program” (hereinafter “Contract”). That Contract can be found at <https://laramiecounty.legistar.com/LegislationDetail.aspx?ID=6863083&GUID=17A85268-9A63-4301-B648-EF0E3F7AA82A>
- B. The Laramie County Court Supervised Treatment Program is now operating as the Laramie County Recovery Courts Office.
- C. Under that Contract, the COUNTY is a Subrecipient of funds provided pursuant to a federal State Opioid Response (SOR) Grant.
- D. The Contract contemplates the COUNTY address opioid use disorder (OUD) and stimulant use disorders in Laramie County by providing medication-assisted treatment and other evidence-based treatment and recovery services (collectively herein “MAT services”) to participants in Laramie County Recovery Courts programs.
- E. The initial Performance Period of the Contract was September 30, 2024, through October 15, 2025. The Contract was later amended to, among other things, extend the performance period of the Contract through October 20, 2026. That “Amendment One to the Contract Between Wyoming Department of Health, Behavioral Health Division and Laramie County Commissioners as Governing Body for the Laramie County Court Supervised Treatment Program” can be found

here:

<https://laramiecounty.legistar.com/LegislationDetail.aspx?ID=7641150&GUID=2482FE37-01F6-4F7F-A120-C3A784E6E95B>

- F. The COUNTY has or intends to use PROVIDER to provide MAT services to participants in Laramie County Recovery Courts programs.

III. TERM

This MOU shall commence on the date last executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until the expiration of the Contract or until terminated pursuant to this MOU. If the Contract is renewed or its Performance Period/term extended, this MOU will remain effective for any renewal or extension of the Contract's Performance Period/term.

IV. RESPONSIBILITIES OF COUNTY

COUNTY agrees to pay PROVIDER for MAT services provided to participants in Laramie County Recovery Courts programs, where those services are consistent with the Contract. COUNTY agrees to pay participant's insurance copays. Payment for any participant without an insurer or third-party payer or when the insurer or third-party payer declines coverage, the COUNTY will pay PROVIDER in accord with PROVIDER's standard fee scale. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

COUNTY will identify participants eligible for the program and will provide referral and contact information to PROVIDER.

V. RESPONSIBILITIES OF PROVIDER

A. PROVIDER agrees to provide MAT services to participants in Laramie County Recovery Courts programs.

B. PROVIDER will bill services per their standard fee structure. All participants will be offered the opportunity to qualify for PROVIDER's reduced fees on the sliding fee scale discount program to ensure access to health care services. PROVIDER agrees to bill and collect from the participants' insurers or other third-party payers for MAT and all approved services provided by PROVIDER. PROVIDER will ensure all remaining patient costs are billed to the COUNTY.

C. PROVIDER agrees to submit monthly invoices to the COUNTY for MAT services provided to participants in Laramie County Recovery Courts programs. PROVIDER agrees to make reasonable efforts to provide those monthly invoices no later than the tenth day of each month, reflecting treatment provided during the prior calendar month.

D. PROVIDER acknowledges it has received and reviewed the Contract and its Amendment One. PROVIDER further agrees to make reasonable efforts to cooperate with COUNTY to satisfy any provisions of the Contract relevant to this MOU.

VI. GENERAL PROVISIONS

A. **Independent Contractor**: The services to be performed by PROVIDER are those of an independent contractor and not as an employee of COUNTY. PROVIDER is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. PROVIDER assumes responsibility for its 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 is free to perform the same or similar services for others.

B. **Assignment**: Neither this MOU, nor any rights or obligation hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

C. **Modification**: This MOU shall be modified only by a written agreement, duly executed by all parties hereto.

D. **Termination**: This MOU 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 MOU; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

E. **Entirety of the Agreement**. This MOU, consisting of six (6) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, statements, representations, agreements, and understandings, whether written or oral. Although not part of this MOU, PROVIDER acknowledges receipt and review of the Contract and its obligation to COUNTY to make reasonable efforts to cooperate with COUNTY to satisfy any provisions therein.

F. **Invalidity**: If any provision of this MOU 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 MOU to be fully severable.

G. **Applicable Law and Venue**: The parties mutually understand and agree this MOU 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 MOU 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 or the Federal District Court, District of Wyoming. This provision is not intended, nor shall it be construed to waive the COUNTY'S or PROVIDER'S governmental immunity as provided in this MOU.

H. **Governmental/Sovereign Immunity**: The 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 the Entire 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 the Entire Agreement.

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

J. **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.

K. **Third Parties**: The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to the MOU and shall inure solely to the benefit of the parties to this MOU.

L. **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. These provisions apply and are not abrogated regardless of whether or not the PROVIDER has obtained or has insurance coverage in accord with the requirements contained herein. To wit: Inadequacy, failure to obtain, withdrawal, limitations or absence of insurance coverage does not abrogate or modify in any way PROVIDER'S obligation under the instant indemnification provision herein. Each party to this MOU shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.

M. **Conflict of Interest**: COUNTY and PROVIDER affirm, to their knowledge, no employee has any personal beneficial interest whatsoever in the MOU described herein. No staff member of PROVIDER, compensated either partially or wholly with funds related to this MOU, shall engage in any conduct or activity which would constitute a conflict of interest relative to this MOU.

N. **Contingencies**: PROVIDER certifies and warrants no gratuities, kickbacks or contingency fees were paid in connection with this MOU, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this MOU.

O. **Force Majeure**: Neither party shall be liable to perform under this MOU 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.

P. **Limitation on Payment:** COUNTY's payment obligations are conditioned upon the availability of funds which are appropriated or allocated for this obligation. If funds are not allocated and available for the continuance of the obligations, the MOU 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 affected 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 obligations due or for any damages as a result of termination under this provision.

Q. **Compliance with Law:** The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

R. **Notices:** All notices required and permitted under this MOU 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 party's 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.

S. **Assertion of Agency, Personal Guarantee:** By signing below, for PROVIDER, the individual (hereinafter "signor") asserts they have authority to bind PROVIDER to this MOU and that the asserted entity is not defunct or dissolved. If the Company for PROVIDER is a "dba" or trade name and not recognized by a State as a legally independent entity, then signor (and/or responsible corporate entity) also unconditionally personally guarantees the prompt, full, and complete performance of all responsibilities and duties owed by PROVIDER to the COUNTY.

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SIGNATURE PAGE

LARAMIE COUNTY, WYOMING GOVERNMENT

By: _____ Date _____
Chairman, Laramie County Board of Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

HealthWorks:

By:  _____ Date 3/17/26
Tracy Brosius, CEO HealthWorks

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 3/18/26
Laramie County Attorney's Office