

APPROVED as to form only
By Notarial Decker as 144 p.m. 06/11/2021

City Contract #8110

MEMORANDUM OF UNDERSTANDING

between

**MEMORIAL HOSPITAL OF LARAMIE COUNTY D/B/A CHEYENNE REGIONAL
MEDICAL CENTER,
VOLUNTEERS OF AMERICA,
HEALTHWORKS,
COMMUNITY ACTION OF LARAMIE COUNTY,
WYOMING DEPARTMENT OF CORRECTIONS,
CHEYENNE POLICE DEPARTMENT,
LARAMIE COUNTY SHERIFF'S OFFICE,
LARAMIE COUNTY DISTRICT ATTORNEY,
LARAMIE COUNTY DRUG COURT,
LARAMIE COUNTY TREATMENT COURT PROGRAMS,
OFFICE OF THE STATE PUBLIC DEFENDER,
CITY OF CHEYENNE, AND
LARAMIE COUNTY**

Regarding

**LARAMIE COUNTY LAW ENFORCEMENT ASSISTED DIVERSION (LEAD)
PROGRAM
POLICY COORDINATING GROUP: OPERATIONS, GOVERNANCE, AND
RESPONSIBILITIES**

WHEREAS, the parties to this Memorandum of Understanding ("MOU") recognize the following: Defendants that are arrested sometimes exhibit signs of an underlying mental illness or substance use disorder that contributed to the alleged crime for which the defendant has been arrested. Defendants with mental illness or substance use disorders are often experiencing chronic homelessness which further exacerbates their behavior to commit low-level offenses. Such defendants are charged with low-level, non-violent, drug-related offenses and are detained in the county jail for extended periods of time. Our current justice system does not allow for such defendants with low-level offenses to receive treatment in connection to their criminal charge and are shortly re-arrested on similar charges. To reduce recidivism, a community-based MOU is crucial to divert from the criminal justice system to proper community mental health facilities, treatment, and recovery resources. The long-term goal of diversion is to help defendants break the cycle of repeated contact with the justice system by being guided toward a path of sustainable wellness through support services; and

WHEREAS, the arresting, booking, processing, and jailing of defendants committing offenses related to mental illness, drug involvement, chronic homelessness, poverty, and other health and wellness issues has had limited effectiveness in improving either public safety or public order. LEAD Laramie County will build on existing efforts to address the needs of repeat drug offenders through an initiative based on shared planning, decision-making, data sharing, and evaluation that will 1) expand outreach to eligible individuals within the county, 2) enhance coordination of service delivery through the existing social service network, 3) increase referrals to substance use and mental health treatment centers; and 4) improve collaboration and

communication among law enforcement agencies and social services providers. From the perspective of the Sequential Intercept Model, LEAD intercepts the individual and diversifies the behavioral problem at the point of law enforcement response (Intercept 1), to channel drug-involved individuals into a community-based intervention whenever possible and appropriate.

NOW THEREFORE, the Parties state their intentions as follows:

- A. Formation and Purposes of the Laramie County LEAD Policy Coordinating Group (PCG).** A Policy Coordinating Group is hereby formed for the LEAD pre-arrest/booking diversion program. The purposes of the PCG are to review and provide feedback on the Referral and Diversion Protocols for LEAD participants, make criminal justice and human services data available for comparison and evaluative purposes, and provide policy guidance and administrative oversight for the LEAD program's operations and evaluation.
 - 1. LEAD Policy.** The Laramie County Sheriff's Office (LCSO) will assume the central role in managing the Policy Work Group. The Policy Work Group will provide the framework for the LEAD program. In this capacity, it will collaborate with the following entities in shaping and refining the program's policies: 1. Cheyenne Regional Medical Center (CRMC); and, Cheyenne Police Department (CPD). Further consultations with additional organizations may be considered upon receiving approval from the LCSO.
- B. Purpose.** The purpose of this MOU is to outline the roles and responsibilities of the involved parties as it pertains to the Laramie County LEAD Program, with the goal of improving public safety and reducing recidivism in low-level nonviolent offenses.
- C. Responsibilities of Policy Work Group.** The role of the Policy Work Group is to make policy-level decisions regarding the LEAD program and to provide periodic administrative oversight of the program. Specific responsibilities include, but are not limited to, the following:
 - 1. LCSO**

The LCSO has been designated as the lead agency for LEAD Laramie County and will oversee project coordination and grant administration in coordination with the Laramie County Grants Office and will be an active participant in ongoing planning and discussions. The LCSO will ensure appropriate implementation of LEAD by providing deputy training on referral criteria and protocol; participate in the development of LEAD training and operational and data sharing protocol; and serve on the Operational Work Group Committee. LCSO will provide 3 staff positions for the LEAD program. The LCSO will hire and supervise one full-time Project Manager and two full-time Case Managers. The Project Manager will be responsible for the administrative operations of LEAD. The Case Managers will be responsible for the planning and implementation of LEAD, to include comprehensive case management services.

2. CPD

The CPD is committed to participate in LEAD on both a policy and operational level. CPD will ensure appropriate implementation of LEAD by CPD officers; provide officer training on referral criteria and protocol; participate in the development of LEAD training and operational and data sharing protocol; and serve on the Operational Work Group Committee.

3. CRMC

CRMC will receive referrals from LEAD staff and deliver medical, mental health, and substance use treatment services to LEAD participants. CRMC agrees to participate in information sharing and will serve on the Policy Coordinating Group and Operational Work Group Committee. CRMC will collaborate and cooperate with all parties included in this MOU to facilitate positive outcomes for mutual participants.

D. Responsibilities of Operational Work Group Committee. The Operational Work Group Committee is comprised of direct service providers that play a crucial role in providing strategic guidance and facilitating communication between the project team and various stakeholder groups, contributing to the initiative's overall success. It serves as an advisory body, offering diverse perspectives and input to inform decision-making. Their primary responsibilities include:

1. City of Cheyenne

The City of Cheyenne will be an active participant in ongoing planning and discussions and serve on the Operational Work Group Committee with the CPD.

2. Laramie County, Wyoming

The governing body of Laramie County will disburse grant funds in accordance with the grant application and will maintain responsibility for all reporting, reimbursements and grant administration.

3. Laramie County District Attorney's Office

The Laramie County District Attorney's office will be an active participant in ongoing planning and discussions and serve on the Operational Work Group Committee. The District Attorney's office can also refer individuals to the program.

4. Office of the State Public Defenders (Laramie County Division)

The Laramie County division of the Office of the State Public Defender may make referrals to the LEAD program if they believe the individual meets eligibility

criteria and could benefit from additional support in the community. The Public Defender's Office agrees to participate in information sharing and serve on the Operational Work Group Committee.

5. Laramie County Treatment Court Programs

The Laramie County Treatment Court Programs may make referrals to the LEAD program if they believe the individual meets eligibility criteria and could benefit from additional support in the community. The Treatment Court Programs agree to participate in information sharing and serve on the Operational Work Group Committee. The Treatment Court Programs will collaborate and cooperate with all parties included in this MOU to facilitate positive outcomes for mutual participants.

6. Volunteers of America

Volunteers of America (VOA) will receive referrals and deliver mental health and substance use treatment services to LEAD participants. VOA agrees to participate in information sharing and will serve on the Operational Work Group Committee. VOA will collaborate and cooperate with all parties included in this MOU to facilitate effective patient treatment prior to, during, and after any emergency detention or involuntary hospitalization.

7. HealthWorks

HealthWorks will receive referrals from LEAD staff and deliver medical, mental health, and substance use treatment services to LEAD participants and agree to participate in information sharing and serve on the Operational Work Group Committee. HealthWorks will collaborate and cooperate with all parties included in this MOU to facilitate positive outcomes for mutual participants.

8. Community Action of Laramie County

Community Action of Laramie County (CALC), specifically Crossroads Healthcare Clinic, will receive referrals from LEAD staff and deliver medical, mental health, and substance use treatment services to LEAD participants. CALC agrees to participate in information sharing and serve on the Operational Work Group Committee. CALC will collaborate and cooperate with all parties included in this MOU to facilitate positive outcomes for mutual participants.

9. Wyoming Department of Corrections (Laramie County Field Office)

The Laramie County field office of the Wyoming Department of Corrections (DOC) may make referrals to the LEAD program if they believe the individual meets eligibility criteria and could benefit from additional support in the community. DOC agrees to participate in information sharing and serve on the

Operational Work Group. DOC will collaborate and cooperate with all parties included in this MOU to facilitate positive outcomes for mutual participants.

E. Confidentiality.

1. The parties and their employees and affiliates shall maintain the confidentiality of all patients and/or individual party information in accordance with all applicable state and federal laws and regulations regarding the confidentiality of such information. The parties shall not divulge such confidential information to any third parties without the patient's or party's prior written consent, except, as to patients, unless required by law or as necessary to treat such patient. CRMC, HealthWorks, and VOA, shall not disclose protected health information to the parties under this agreement unless a valid HIPAA release has been signed by the patient authorizing the disclosure. Similarly, the other parties shall not request protected health information unless a valid HIPAA release has been signed by the patient.
2. The parties shall comply with all requirements established by HIPAA regarding safeguarding and protecting individually identifiable health information from unauthorized disclosure, including any patient's individually identifiable health information. The parties agree to amend this MOU as required to comply with HIPAA, and to protect any individually identifiable health information that any party accesses performing under this MOU. The parties shall ensure that their respective employees, agents, and contractors are aware of and shall comply with the aforementioned obligations.

F. General Provisions.

1. **Amendments.** Any party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
2. **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 ensure solely to the benefit of the parties to this MOU.
3. **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 Parties from or concerning this MOU or the subject matter hereof, any suit or proceeding law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting in Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the Parties to be a material inducement in executing this MOU. This provision is not intended, nor shall it be construed to waive CRMC's, LCSD's, CPD's, the Laramie County

District Attorney, City of Cheyenne and Laramie County's governmental immunity as provided in this MOU.

4. **Entirety of MOU.** This MOU, consisting of ten (10) pages, represents the entire and integrated MOU between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
5. **Invalidity.** If any provision of this MOU is held invalid or unenforceable by any court of competent jurisdiction, or if any Party is advised of any such actual or potential invalidity or inability to enforce, such holding, or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the Parties that the provisions of this MOU are fully servable.
6. **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.
7. **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.*, as amended, and/or any properly promulgated rules and regulations relating thereto.
8. **Governmental/Sovereign Immunity.** The City of Cheyenne, the Laramie County District Attorney, Laramie County and CRMC do not waive their governmental immunity by entering this MOU, and fully retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
9. **Indemnification.** Each Party to this MOU hereby acknowledges and agrees that it shall be responsible for its own acts arising out of this MOU. No Party agrees to defend or indemnify another Party.
10. **Force Majeure.** No 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 limited to, Acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargos, and unusually severe weather. In any case, however, a failure to perform must be beyond the control and without the fault or the negligence of said Party.
11. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties' respective counties or municipalities and shall remain in full force and effect until a reevaluation which will be performed every 3 years. This MOU may be terminated, without cause, by any party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail.

12. **Payment.** No payment shall be made to any Party by any other Party at a result of this MOU.
13. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
14. **Certification Regarding Status with Government Health Programs.** LCSD, CPD, Laramie County, and City of Cheyenne and CRMC certify individually that it, and its employees and/or agents ("Related Persons") (a) are not now debarred and have never been, 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. Any Party shall report in writing to the other Parties immediately if it becomes aware of such action, investigation, or effort to debar or exclude it, or any related person, from any government health care program. Failure to disclose any relevant information regarding these matters is grounds for immediate termination of this MOU with case at the sole discretion of the other Parties.
15. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

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between

**MEMORIAL HOSPITAL OF LARAMIE COUNTY D/B/A CHEYENNE REGIONAL
MEDICAL CENTER,
VOLUNTEERS OF AMERICA,
HEALTHWORKS,
COMMUNITY ACTION OF LARAMIE COUNTY,
WYOMING DEPARTMENT OF CORRECTIONS,
CHEYENNE POLICE DEPARTMENT,
LARAMIE COUNTY SHERIFF'S OFFICE,
LARAMIE COUNTY DISTRICT ATTORNEY,
LARAMIE COUNTY DRUG COURT,
LARAMIE COUNTY TREATMENT COURT PROGRAMS,
OFFICE OF THE STATE PUBLIC DEFENDER,
CITY OF CHEYENNE, AND
LARAMIE COUNTY, WYOMING**

Regarding

**LARAMIE COUNTY LAW ENFORCEMENT ASSISTED DIVERSION PROGRAM
POLICY COORDINATING GROUP: OPERATIONS, GOVERNANCE, AND
RESPONSIBILITIES**

Signature Page

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

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Laramie County Clerk

REVIEWED AND APPROVED AS TO FORM ONLY

By:  _____ Date 6/25/25
Laramie County Attorney's Office

City of Cheyenne

By: 

Patrick Collins, Mayor

(SEAL)

Attest:


Kristina F. Jones, City Clerk

Date: 12-20-24

Cheyenne Regional Medical Center


By: _____

Name: Timothy Thorne-H

Title: Chief Executive Officer

Date January 20, 2025 | 12:52 PM MST

HealthWorks

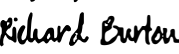
DocuSigned by:

By: _____

Name: Tracy Woodhouse Brosius

Title: CEO HealthWorks

Date 6/17/2025

Volunteers of America

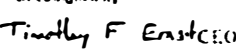
Signed by:

By: _____

Name: RICHARD BURTON

Title: Senior Vice President of Operations

Date 5/28/2025

Community Action of Laramie County

DocuSigned by:

By: _____

Name: Timothy F. Ernst

Title: CEO

Date 5/27/2025

Cheyenne Police Department

By: [Signature] Date 12/30/24
Name: MARK FRANCISCO
Title: Chief of Police

Laramie County Treatment Court Programs

By: [Signature] Date 5/22/2025
Name: Fernando Muzquiz
Title: Director

Laramie County Sheriff's Office

By: [Signature] Date 6-19-25
Name: BRIAN KOSAK
Title: SHERIFF

Laramie County District Attorney

By: [Signature] Date 3/8/25
Name: Sylvia Lee Hackl
Title: Laramie County District Attorney

Office of the Public Defender, Laramie County Division

By: [Signature] Date 3/6/25
Name: Robert J. Burns
Title: Laramie County Supervisor

Wyoming Department of Corrections

By: _____ Date _____
Name: _____
Title: _____

City of Cheyenne

(SEAL)

By: 

Patrick Collins, Mayor

Attest:


Kristina F. Jones, City Clerk

Date: 12-26-24

Cheyenne Regional Medical Center

By: 

Name: Timothy Thorne

Title: Chief Executive Officer

Date January 20, 2025 | 12:52 PM MST

HealthWorks

By: _____

Name: _____

Title: _____

Date _____

Volunteers of America

By: _____

Name: _____

Title: _____

Date _____

Community Action of Laramie County

By: _____

Name: _____

Title: _____

Date _____

Laramie County Sheriff's Office

By: _____ Date: _____
Name:
Title:

Laramie County District Attorney

By: _____ Date: _____
Name:
Title:

Laramie County Public Defender's Office

By: _____ Date: _____
Name:
Title:

City of Cheyenne

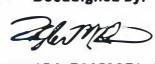
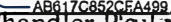
By: _____ Date: _____
Name:
Title:

Wyoming Department of Corrections

Signed by:
By:  _____ Date: April 16, 2025

Daniel Shannon
Director

REVIEWED AND APPROVED AS TO FORM

DocuSigned by:
 _____ 241126 Date: April 11, 2025

Chandler Pauling, Assistant Attorney General
Representing: Wyoming Department of Corrections

Jodi Darrough, Senior Assistant Attorney General
Representing: Public Defender's Office