

**AGREEMENT TO PROVIDE FUNDING FOR AN OPIOID REDUCTION
INITIATIVE AND ALTERNATIVE TO OPIOID (ALTO) TRAINING BETWEEN
LARAMIE COUNTY AND THE CHEYENNE REGIONAL MEDICAL CENTER.**

THIS AGREEMENT is made and entered into by and between Laramie County ("COUNTY"), whose address is 310 W. 19th Street, Cheyenne Wyoming 82001, and the Cheyenne Regional Medical Center ("CRMC"), whose address is 214 E. 23rd Street, Cheyenne, WY, 82001. In consideration of the promises and covenants set forth below, the parties agree as follows.

I. PURPOSE

The purpose of this AGREEMENT is to provide funding to the Cheyenne Regional Medical Center for opioid reduction training for physicians and emergency medical staff out of the Laramie County Federal American Recovery Plan Act State and Local Fiscal Recovery Funds CFDA #21.027.

II. TERM

This AGREEMENT shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect until completely performed.

III. PAYMENT

COUNTY shall pay CRMC for training upon receipt of CRMC's invoice to the COUNTY. The total payment to CRMC under this Agreement shall not exceed \$35,000. No payment shall be made before the last signature is affixed to this Agreement. Payment shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

IV. RESPONSIBILITIES OF CRMC

- A. CRMC shall provide training to physicians and emergency medical staff for opioid reduction initiatives and alternative to opioid (ALTO) programs and invoice the COUNTY.
- B. CRMC agrees to comply with all applicable federal and state statutes and regulations as well as local ordinances.

VI. GENERAL PROVISIONS

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

2. 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.
3. Entire Agreement: This Agreement (6 pages) and Attachment A (1 page), represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.
4. 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.
5. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.
6. 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 that the provisions of this Agreement are fully severable.
7. 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 CRMC 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.
8. Contingencies: CRMC certifies and warrants 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.
9. Non-Discrimination: CRMC shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyoming Statute § 27-9-105 *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations,

thereto and shall not discriminate against any individual on the grounds of age, sex, color, races, religions, national origin, or disability in connection with the performance under this Agreement.

10. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to 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.
11. 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.
12. Indemnification: To the fullest extent permitted by law, CRMC 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, and expenses to the extent they are caused by the CRMC negligence, errors or omissions in connection with work performed by or on behalf of CRMC for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CRMC shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.
13. 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.
14. Conflict of Interest: COUNTY and CRMC affirm, to their knowledge, no MANUFACTURER employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CRMC, 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.
15. 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.

16. 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 CRMC the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CRMC 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 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.
17. 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.
18. Compliance with Law: CRMC shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.
19. Assumption of Risk: The CRMC shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state and federal requirements. Laramie County shall notify CRMC of any state or federal determination of noncompliance.
20. Environmental Policy Acts: The CRMC agrees with all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environment protection laws, rules or regulations.
21. Human Trafficking: As required by 22 U.S.C. 7104 (g) and 2 C.F.R. Part 175, this Agreement may be terminated without penalty if a private entity receives funds under this Agreement:
 - a. Engages in severe forms of trafficking in persons during the period of time that this award is in effect;
 - b. Procures a commercial sex act during the period of time that the award is in effect; or
 - c. Uses forced labor in the performance of the award of subawards under this contract.
22. Kickbacks: CRMC certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees,

commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the CRMC breaches or violates this warranty, COUNTY may, at its discretion, terminate this Agreement without liability to COUNTY, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

23. Limitations on Lobbying Activities: By signing this Agreement, the CRMC certifies and agrees that, in accordance with Public Law 101-121, payments made from a federal grant shall not be utilized by CRMC in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
24. Monitoring Activities: COUNTY shall have the right to monitor all activities related to his Agreement that are performed by the CRMC. This shall include, but not limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of the related work.
25. Suspension and Debarment: By signing this Agreement, CRMC 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 no-financial 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 debarred vendors list. Further, CRMC agrees to notify COUNTY by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Agreement.

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Signature Page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Troy Thompson, Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CRMC:

By:  _____ Date 3/2/2022 | 15:38:57 EST
Name: ~~Frederick~~ **Thornell**
Title: President & CEO

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 3/8/27
Laramie County Attorney's Office

1/3/2021

Laramie County Commissioners
CITY AND COUNTY BUILDING
310 W 19th St #320
Cheyenne, WY 82001

Dear County Commissioners,

We are seeking support of \$35,000 from the American Rescue Plan Act fund for training for our physicians and emergency medical staff for opioid reduction initiatives and alternative to opioid (ALTO) programs. We believe this project is aligned with the Mental Health provision under Title II of the ARPA bill.

Established in 1867, Cheyenne Regional Medical Center is a 222-bed facility providing services ranging from birth to end of life care. Amid the COVID-19 pandemic the opioid crisis has grown throughout the country. CRMC is actively working to combat this crisis with ALTO programs playing a key role. In 2020 CRMC piloted an ALTO program in our emergency department that decreased our opioid administration overall by 10%.

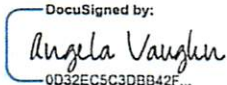
The project for which we request funds will build on the current ALTO program and expand it to the county's emergency medical service. This would allow for treatment of pain with decreased opioid administration using a similar model to the emergency department. The project doesn't require long term funds, but instead \$35,000 for initial training, and to construct trainings that will allow new staff to be trained over time. This training would be completed by May 31, 2022.

We would be happy to meet with you to discuss this request in more detail at 307-773-8241 or angela.vaughn@crmcwy.org and look forward to hearing from you regarding next steps.

Sincerely,

DocuSigned by:

B8EC7845F15240E...
Tim N. Thornell
President & CEO
Cheyenne Regional Health System

DocuSigned by:

0D32EC5C3DBB42F...
Angela Vaughn, DHSc, MPH
Community Health Project Manager
Wyoming Institute of Population Health
Cheyenne Regional Medical Center