

Contract #: 241869

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Department: Wyoming Department of Health, Director's Office

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WYOMING ATTORNEY
GENERAL'S OFFICE

JUL 24 2024

Chandler Pauling
Assistant Attorney General

Client Comments: <p>SoS exempt</p>
<p>Template 241607</p>

Contractor/Vendor Name: Laramie County Sheriff

Contract Title: Laramie County SO
Telepsychiatry MOU

Contract Type: MOU

Contract Amount: 0.0000

Contract Effective Date:

Contract Expiration Date: 7/10/2099 12:00:00 AM

Status: Attorney Review Complete

RETURN VIA: Ink Signature - Inter-agency Mail

Assigned Attorney: Chandler Pauling

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE WYOMING DEPARTMENT OF HEALTH AND
THE LARAMIE COUNTY SHERIFF'S OFFICE**

1. **Parties.** The parties to this Memorandum of Understanding (MOU) are the Wyoming Department of Health (WDH), whose address is: 401 Hathaway Building, 4th Floor, Cheyenne, WY 82002 and the Laramie County Sheriff's Office (LCSO), whose address is: 1910 Pioneer Avenue, Cheyenne, WY 82001.
2. **Purpose.** The purpose of this MOU is to set forth the terms and conditions by which the LCSO shall utilize jail-based psychiatric services that are paid for by the WDH.
3. **Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until terminated. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail.
4. **Payment.** No payment shall be made to either party by the other party as a result of this MOU.
5. **Responsibilities of the WDH.** The WDH agrees to:
 - A. Pay for and manage one (1) or more Tele-psychiatric Contractors (TC) to provide jail-based tele-psychiatric services to the inmates in the Laramie County Detention Center. As described in Attachment A, WDH – WBI Contract, which is incorporated and attached to this MOU by this reference, and among other provisions, the TC is required to:
 - i. Coordinate with the Detention Center to schedule appointments by ensuring the Detention Center staff are aware of provider's availability and can select times that are mutually acceptable between the Detention Center and TC;
 - ii. Provide services including, but not limited to: case review, evaluation, clinical management, psychiatric medication prescription and direction, individual tele-psychiatric sessions, and provision of testimony (written or via telephone/video) regarding psychiatric care to judges, lawyers, or WDH officials;
 - iii. Provide Detention Centers access to a secure and Health Insurance Portability and Accountability Act (HIPAA)-compliant telehealth platform;
 - iv. Maintain electronic health records (EHR) in coordination with the Detention Center; and,

- v. Specifically indemnify the State and WDH from any claims arising under the malpractice provisions of Wyo. Stat. § 1-39-110, and carry a malpractice insurance policy.
 - B. Provide the LCSO with at least thirty (30) days' notice before any tele-psychiatric services end. This does not necessarily imply the termination of this MOU.
 - C. Coordinate with the TC to ensure that any prescribed drugs are cost-effective for the LCSO (e.g., on a specified formulary).
6. **Responsibilities of the LCSO.** The LCSO agrees to:
- A. Coordinate with the TC selected by the WDH to serve that particular county;
 - B. When possible, provide appropriate physical space for inmates to have tele-psychiatric appointments, to include a reasonable expectation of privacy;
 - C. Provide the audiovisual equipment and internet connectivity necessary for HIPAA-compliant, high-quality tele-psychiatric consultations between inmates and the TC;
 - D. Schedule all appointments with the TC and ensure that inmates are on time and prepared for their appointments; and,
 - E. Unless specifically directed by the Sheriff otherwise, ensure that Detention Center staff execute, to the best of their abilities, the clinical recommendations and prescriptions provided by the TC, including the forcible administering of medication or chemical restraints to inmates if necessary and/or allowed by court order. In cases where the Sheriff elects to override any clinical recommendations by the TC, the LCSO will notify the WDH of the conflict and rationale.
7. **General Provisions.**
- A. **Amendments.** Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed by all parties to this MOU.
 - B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this MOU as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this MOU and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
 - C. **Availability of Funds.** Each obligation under this MOU is conditioned upon the availability of government funds which are allocated for tele-psychiatric services and which may be limited for any reason including, but not limited to,

congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for services, this MOU may be terminated by the WDH at the end of the period for which funds are available. The WDH shall notify the LCSO at the earliest possible time if this MOU will or may be affected by a shortage of funds. No liability shall accrue to the WDH in the event this provision is exercised, and the WDH shall not be obligated or liable for any future payments as a result of termination under this section.

- D. Entirety of MOU.** This MOU, consisting of five (5) pages; and Attachment A, WDH – WBI Contract, consisting of eleven (11) pages, represent the entire and integrated MOU between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this MOU and the language of any attachment or document incorporated by reference, the language of this MOU shall control.
- E. Force Majeure.** Neither party shall be liable for failure to perform under this MOU if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- F. Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- G. Notices.** All notices arising out of, or from the provisions of this MOU shall be in writing and given to the parties at the addresses provided under this MOU, either by regular mail or delivery in person.
- H. Prior Approval.** This MOU shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this MOU has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by the Department of Administration and Information's Procurement Office and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-3204(b)(iv).
- I. 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 the parties may renegotiate the terms affected by the severance.
- J. Sovereign Immunity.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming, the WDH and the LCSO expressly reserve sovereign or governmental immunity by entering into this MOU and specifically retain immunity and all

defenses available to them. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this MOU shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- K. Termination of MOU.** This MOU may be terminated, without cause, by either party upon thirty (30) days written notice. This MOU may be terminated immediately for cause if either party fails to perform in accordance with the terms of this MOU.
- L. 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 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 this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.
- M. Time is of the Essence.** Time is of the essence in all provisions of the MOU.
- N. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this MOU.
- O. Waiver.** The waiver of any breach of any term or condition in this MOU shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- P. Counterparts.** This MOU may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same MOU.

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8. **Signatures.** By signing this MOU, the parties certify that they have read and understood it, that they agree to be bound by the terms of the MOU, and that they have the authority to sign it.

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

WYOMING DEPARTMENT OF HEALTH

Stefan Johansson, Director


Date

LARAMIE COUNTY SHERIFF'S OFFICE

Brian Lovett, Chairman
Laramie County Board of Commissioners

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 . # 241869

Chandler Pauling, Assistant Attorney General
Representing the Wyoming Department of Health

7.24.24

Date

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
LARAMIE COUNTY ATTORNEY

