

MEMORANDUM OF UNDERSTANDING
between
MEMORIAL HOSPITAL OF LARAMIE COUNTY D/B/A CHEYENNE REGIONAL
MEDICAL CENTER,
CHEYENNE POLICE DEPARTMENT,
LARAMIE COUNTY SHERIFF'S DEPARTMENT,
LARAMIE COUNTY, WYOMING AND
DR. CLAIR WHITE, UNIVERSITY OF WYOMING

Regarding
ESTABLISHMENT AND IMPLEMENTATION OF A COMMUNITY-BASED LAW
ENFORCEMENT AND BEHAVIORAL HEALTH CO-RESPONSE TO BEHAVIORAL
HEALTH EMERGENCY CALLS WITHIN LARAMIE COUNTY

1. **Parties:** THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into by and between, Memorial Hospital of Laramie County d/b/a Cheyenne Regional Medical Center, 214 E. 23rd Street, Cheyenne, Wyoming 82001 (hereinafter referred to as "CRMC"), the Cheyenne Police Department, 415 W. 18th Street, Cheyenne, Wyoming 82001 (hereinafter referred to as "CPD"), the Laramie County Sheriff's Department, 1910 Pioneer Avenue, Cheyenne, Wyoming 82001 (hereinafter referred to as "LCSD"), Laramie County, Wyoming, 310 W. 19th Street, Cheyenne, WY 82001 (hereinafter referred to as "Laramie County") and Dr. Clair White of the University of Wyoming, 1000 E. University Avenue, Laramie, Wyoming 82071 (hereinafter referred to as "Dr. White"), each is a "Party" and, collectively, are the "Parties".

2. **Purpose:** The Parties recognize that behavioral health emergency calls occurring in Laramie County could be best handled by the coordinated response of law enforcement and a mental health professional. To that end, Laramie County is implementing a program where law enforcement officers and mental health professionals will work a special duty assignment together responding to emergency calls with a mental health nexus, hoping to reduce the number of

emergency detentions, reduce costs and time associated with mental health calls and help residents in crisis access appropriate resources. To meet these goals, this MOU will set forth the details of the program, a means for the Parties to share medical and/or mental health information, administration and reporting requirements and any other necessary details. Funding for this initiative is through federal grant ALN 93.391.

3. **Term:** 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 shall remain in full force and effect until May 31, 2023 unless terminated at an earlier date pursuant to the provisions of this MOU, the Business Associate Agreement (“BAA”), or federal or state statute, rule or regulation. Extension of the term may occur in writing with the consent of all Parties.

4. **Payment:** No payment shall be made to any Party by any other Party because of this MOU. Payments shall occur in accordance with the federal grant ALN 93.391.

5. **Responsibilities of CRMC:**

- A. CRMC shall provide mental health personnel (“Clinicians”) consisting of one full-time and one part-time staff member. CRMC shall also offer overtime hours for current Clinicians wishing to participate in this program up to the maximum amount permitted by the grant.
- B. Clinicians shall have the following dedicated equipment for the program: cellular telephones and service, laptops and accessories, and access to internet.
- C. While participating in this program, Clinicians agree to provide and/or receive necessary and relevant medical and/or mental health information and assistance to law enforcement, on a case-by-case basis. Clinicians will respond to calls accompanied by a member of the CPD or LCSD. If a member of law enforcement

is unavailable, the Clinician may be stationed at dispatch to assist in diversion of mental health calls. Clinicians will defer to law enforcement regarding the ultimate course of action on mental health related calls. Clinicians will follow all directives of law enforcement during calls to ensure their safety and well-being.

- D. Clinicians will be required to complete a safety training program developed by CPD and/or LCSD.
- E. Clinicians agree that the information learned while on these calls may be confidential due to the medical or criminal nature and agree not to disclose information learned during the program with individuals outside the program.
- F. Clinicians will sign a waiver absolving law enforcement agencies of liability for injuries sustained by Clinicians because of their participation in the program.
- G. Clinicians will ensure that required reporting of calls in their system in compliance with CRMC policies and procedures and any necessary grant reporting requirements.
- H. Clinicians will act in a cooperative, collaborative, and confidential manner in accordance with all existing federal, state, and local laws and regulations.

6. **Responsibilities of Laramie County:**

- A. Laramie County will disburse grant funds in accordance with the grant application and award to each of the subrecipient agencies as follows:
 - i. Provide funding to CRMC for one full-time behavioral health professional's salary and benefits not to exceed \$80,600;
 - ii. Provide funding to CRMC for one part-time behavioral health professional's salary and benefits not to exceed \$40,300;

- iii. Provide overtime funding to CRMC for behavioral health staff who participate in this program not to exceed \$54,600;
- iv. Provide cell phones and service for CRMC staff not to exceed \$3,250;
- v. Provide laptops to CRMC staff not to exceed \$2,500;
- vi. Provide printing costs to CRMC staff not to exceed \$1,500;
- vii. Provide overtime funding for CPD officers who participate in the program not to exceed \$52,000;
- viii. Provide overtime funding for LCSD deputies who participate in the program not to exceed \$48,800;
- ix. Provide payment to Dr. White for evaluation services not to exceed \$30,250.

B. Provide ongoing technical assistance and support the success of the project.

C. Assess progress, milestones and reporting.

7. **Responsibilities of CPD:**

- A. CPD shall offer overtime hours for those current staff wishing to participate in this program up to the maximum amount permitted by the grant.
- B. Officers wishing to participate in the program must first attend the mental health co-response training/orientation.
- C. Officers will be aware of potential threats to themselves and the Clinicians and take appropriate steps to ensure the safety of each.
- D. Officers will not introduce the Clinician into any actively violent situation. Clinicians will be placed in a safe location before proceeding to such a call for service.

- E. In the event an emergency detention is necessary, officers will proceed in accordance with current protocols.
- F. While officers will receive input and guidance from the Clinician, the ultimate course of action on mental health calls will be made by law enforcement.
- G. CPD will act in a cooperative, collaborative, and confidential manner in accordance with all existing federal, state, and local laws and regulations relative to any medical and/or mental health information received while participating in this program.
- H. CPD will comply with any subrecipient reporting requirements under this grant.

8. **Responsibilities of LCSD:**

- A. LCSD shall offer overtime hours for those current staff wishing to participate in this program up to the maximum amount permitted by the grant.
- B. Deputies wishing to participate in the program must first attend the mental health co-response training/orientation.
- C. Deputies will be aware of potential threats to themselves and the Clinicians and take appropriate steps to ensure the safety of each.
- D. Deputies will not introduce the Clinician into any actively violent situation. Clinicians will be placed in a safe location before proceeding to such a call for service.
- E. In the event an emergency detention is necessary, deputies will proceed in accordance with current protocols.
- F. While deputies will receive input and guidance from the Clinician, the ultimate course of action on mental health calls will be made by law enforcement.

G. LCSD will act in a cooperative, collaborative, and confidential manner in accordance with all existing federal, state, and local laws and regulations relative to any medical and/or mental health information received while participating in this program.

H. LCSD will comply with any subrecipient reporting requirements under this grant.

9. **Responsibilities of Dr. White:**

A. Dr. White will provide expertise on program development based on current research and best practices in alternative responses to mental health crisis.

B. Dr. White will conduct process and outcome evaluations on the program.

10. **Confidentiality**

A. The Parties and their employees and affiliates shall maintain the confidentiality of all patients and/or individual parties 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 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.

B. 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 while 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.

C. The Parties agree to enter into a separate BAA to allow for the necessary sharing of medical and mental health information under HIPPA.

11. **General Provisions.**

A. **Entire Agreement:** This MOU, consisting of 11 pages and the BAA consisting of 9 pages, represents the entire and integrated MOU between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

B. **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.

C. **Assignment:** Neither this MOU, nor any rights or obligations hereunder shall be assigned or delegated by any Party without the prior written consent of all other Parties.

D. **Termination:** This MOU may be terminated (a) by any Party at any time for failure of any other Party to comply with the terms and conditions of this MOU and the BAA; (b) without cause, by any Party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail; or (c) upon mutual written agreement by all Parties.

E. **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 severable.

F. 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 in Cheyenne, Wyoming. The foregoing provision 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 and Laramie County's governmental immunity as provided in this MOU.

G. 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.

H. 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.

I. Governmental/Sovereign Immunity: LCSD, CPD, 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.

J. Indemnification: Each Party to this agreement shall be responsible for any liability arising from its own conduct. Neither Party agrees to insure, defend or indemnify the other.

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. 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.

M. Notices: All notices required and permitted under this MOU and the BAA shall be provided at the earliest time possible but in no event less than fourteen (14) days prior to the action, change or other matter requested. In addition, all notices required and permitted under this MOU shall be deemed to have been given, 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 Parties.

N. Compliance with Laws: All Parties shall comply with all applicable laws, statutes, regulations, and ordinances, whether Federal, State or Local.

O. 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.

P. Certification about Status with Government Health Programs. LCSD, CPD, Laramie County 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 contract with cause at the sole discretion of the other Parties.

Q. 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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MEMORANDUM OF UNDERSTANDING
Among
CHEYENNE REGIONAL MEDICAL CENTER,
CHEYENNE POLICE DEPARTMENT,
LARAMIE COUNTY SHERIFF'S DEPARTMENT,
LARAMIE COUNTY GOVERNMENT
AND
DR. CLAIR WHITE, UNIVERSITY OF WYOMING

Signature Page

Laramie County, Wyoming (for LCSD & Laramie County)

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Laramie County Clerk

Memorial Hospital of Laramie County d/b/a Cheyenne Regional Medical Center

By: ^{DocuSigned by:} _____ Date 12/9/2022 | 12:11:30 MST
~~Eric Thornell~~, Chief Executive Officer

City of Cheyenne, Wyoming (for CPD)

By: _____ Date 1/11/23
Mayor, City of Cheyenne

Attest SEAL Kristina F. Jones Kristina F. Jones, City Clerk

Dr. Clair White

By: Clair White Date 12/12/2022
Dr. Clair White

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: W. W. Wiese Date 1.17.23
Laramie County Attorney's Office

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Among
CHEYENNE REGIONAL MEDICAL CENTER,
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LARAMIE COUNTY SHERIFF'S DEPARTMENT,
LARAMIE COUNTY GOVERNMENT
AND
DR. CLAIR WHITE, UNIVERSITY OF WYOMING

Signature Page

Laramie County, Wyoming (for LCSD & Laramie County)

By: _____
Chairman, Laramie County Commissioners

_____ Date

ATTEST:

By: _____
Laramie County Clerk

_____ Date

Memorial Hospital of Laramie County d/b/a Cheyenne Regional Medical Center

By:  _____
Tim Thornell, Chief Executive Officer

12/9/2022 | 12:11:30 MST
_____ Date

City of Cheyenne, Wyoming (for CPD)

By: _____
Mayor, City of Cheyenne

_____ Date

Dr. Clair White

By: _____
Dr. Clair White

_____ Date

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: _____ Date _____
Laramie County Attorney's Office