

GRANT AGREEMENT

This Grant Agreement (this “Agreement”), which is by and between Memorial Hospital of Laramie County d/b/a Cheyenne Regional Medical Center (“CRMC”), having its principal place of business at 214 East 23rd Street, Cheyenne, WY 82001, and Laramie County, Risk Management (“Grantee”), 310 West 19th Street, Cheyenne, WY 82001 is effective as of July 1, 2020 (the “Effective Date”).

WHEREAS, CRMC operates a nonprofit, tax-exempt, general acute care patient hospital that provides inpatient and outpatient hospital services to residents of Laramie County, Wyoming and surrounding areas;

WHEREAS, Grantee has demonstrated that its mission is responsive to identified health priorities determined in collaboration with community stakeholders;

WHEREAS, Grantee has requested financial assistance from CRMC to implement a program that will benefit the community and aligns with the community needs assessment;

WHEREAS, CRMC desires to provide Grantee with such funding on the terms and conditions set forth herein and to ensure Grantee’s performance of certain Duties (as defined below); and

WHEREAS, the community health and benefit missions of CRMC and Grantee (collectively the “parties” and each a “party”), both of which are tax-exempt under Internal Revenue Code §501(c)(3), are consistent, and the parties have determined that the financial assistance by CRMC will further each of their charitable missions.

NOW THEREFORE, in consideration of the mutual covenants and agreements that follow, CRMC and Grantee agree to the following terms:

1. **Grant Funding**. As compensation by CRMC to Grantee for performing its Duties hereunder (as defined below), CRMC shall pay Grantee per the payment schedule outlined in Exhibit A.

2. **Grantee to Meet Certain Requirements**. In order to qualify for the funding set out above, Grantee shall perform all Duties to CRMC’s reasonable satisfaction. Grantee’s “Duties” are to perform all obligations set forth:

- a. In the body of this Agreement (and any laws, rules, policies and documents referenced in the body of this Agreement); and
- b. On Exhibit A, attached hereto and incorporated herein by reference.

Grantee shall release to the press a notice of this grant award within five (5) days of execution of this Agreement, and shall prominently display CRMC’s logo (to be supplied by Marketing and Communications Department) on all printed outreach, marketing, and publicity materials, only

after obtaining approval of such materials from CRMC's Marketing and Communications Department.

Grantee shall identify the agency as a CRMC Office of Community Health funded organization in audiovisual presentations, advertising, public service announcements, web sites, news releases and other communications.

Grantee shall display the CRMC logo at the agency site, agency events and activities.

Grantee shall perform its Duties consistent and in accordance with (a) the applicable industry standards of care, (b) all applicable local and customary rules of ethics and conduct in Grantee's vocation, (c) all applicable laws and regulations, and (d) all applicable standards of the Joint Commission, and any other accrediting organization or body that CRMC, from time to time, notifies Grantee that are applicable to its performance of its Duties hereunder. Grantee warrants and represents that Grantee's employees/professionals have the education, experience and qualifications required to perform its Duties hereunder to the foregoing standards.

3. **Reporting and Accountability.** Grantee shall provide all reasonably necessary information and make all reports to CRMC as CRMC may reasonably request to verify Grantee's proper and timely performance of its Duties hereunder. Upon CRMC's request, Grantee shall submit an accounting to CRMC for all funds paid by CRMC to Grantee pursuant to this Agreement, showing all expenses to which such funds have been applied. If any restrictions are placed on Grantee's use of funds it receives hereunder, Grantee shall refund any and all funds to CRMC to the extent funds paid by CRMC have been used in a manner inconsistent with such restrictions.

4. **Term.** This Agreement shall remain in effect from the Effective Date to July 15, 2022 and shall be eligible for renewal upon submission of renewal application and approved by both parties.

CRMC shall have no obligation to make any payments to Grantee hereunder unless and until this Agreement is signed by both parties and funding is approved and provided to CRMC under the Community Prevention Subgrantee Agreement between CRMC and Laramie County entered into and made effective as of July 1, 2020.

5. **Independent Contractor.** Grantee shall not be considered at any time an employee of CRMC by virtue of this Agreement. CRMC shall not exercise any control or direction over the professional methods or manner in which Grantee performs its Duties hereunder. No relationship of employer and employee between Grantee and CRMC is created by this Agreement, it being understood that Grantee will act hereunder as an independent contractor and that Grantee and its employees shall not have any claim under this Agreement or otherwise against CRMC for vacation pay, sick leave, retirement benefits or employee benefits of any kind.

6. **Professional Liability Insurance.** Grantee shall procure and maintain, at all times during the term of this Agreement, professional liability insurance to cover Grantee's performance of its Duties hereunder, with coverage limits of one million dollars (\$1,000,000) per incident and

three million dollars (\$3,000,000) in the annual aggregate. Grantee shall provide CRMC with evidence of such coverage being in effect upon request by CRMC. Grantee shall provide CRMC with written notice of cancellation, termination or material modification of such insurance with as much notice prior to such cancellation, termination or material modification as is reasonable under the circumstances. If such insurance is cancelled, terminated or materially modified, CRMC may terminate this Agreement immediately without notice to Grantee.

7. **Personal Services.** CRMC and Grantee agree that no term of this Agreement is conditioned upon the admission, recommendation, referral or any other form of arrangement by Grantee for utilization by patients or others of any item or service offered by CRMC. CRMC and Grantee agree that the consideration exchanged hereunder will not exceed that which is reasonable and necessary to accomplish the commercially reasonable and legitimate charitable purpose of this Agreement. The parties agree that no part of the consideration exchanged hereunder has been determined or taken into account the volume or value of referrals or other business generated between the parties. The parties agree that this Agreement covers all services to be provided by Grantee to CRMC pursuant to this Agreement for the term of this Agreement and specifies all the services to be provided by Grantee to CRMC hereunder.

8. **Waiver of Breach.** The waiver by CRMC or by Grantee of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either CRMC or Grantee.

9. **Non-Assignability.** This Agreement shall be binding and shall inure to the benefit of CRMC, Grantee and their respective successors, heirs, and legal representatives. Neither this Agreement nor any rights hereunder may be assigned by Grantee without the written consent of CRMC. The parties agree that Grantee has contracted to provide services hereunder that are personal in nature and not susceptible to substitution or assignment by Grantee.

10. **Wyoming Law and Forum.** This Agreement shall be construed according to the laws of the State of Wyoming. If any action is brought to enforce or interpret this Agreement, the jurisdiction and venue shall exclusively be in the courts of Laramie County, Wyoming.

11. **Certification about Status with Government Health Programs.** Grantee certifies that it, and its employees and/or agents ("Grantee Related Persons") (a) are not now debarred, 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. Grantee shall report in writing to CRMC immediately if the Grantee becomes aware of such action, investigation, or effort to debar or exclude Grantee, or any Grantee Related Persons, from any government health care program. Failure to disclose any relevant information regarding these matters is reason for immediate termination of this contract with cause at CRMC's sole discretion.

12. **Agreement to Abide by Compliance Program.** Grantee acknowledges receiving, reviewing and understanding CRMC's *Standards of Conduct*. Grantee agrees that Grantee, and all Grantee Related Persons, will adhere to the *Standards of Conduct* as such are applicable to

Grantee's performance of Grantee's Duties hereunder. Grantee likewise agrees, and shall ensure that all Grantee Related Persons agree, to act in compliance with all applicable federal, state, and local laws and regulations in performing Grantee's Duties hereunder.

13. Confidentiality.

- a. *Generally.* Grantee shall use its best efforts to protect the confidentiality of CRMC records and information, including, but not limited to, those related to financial, operational, and employee information of CRMC and shall comply with applicable federal, state and local laws and regulations relating to such records and information of the CRMC.
- b. *HIPAA.* The purpose of this provision is to ensure that CRMC as a Covered Entity meets its obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and under the regulations promulgated thereto, the *Standards for Privacy of Individually Identifiable Health Information* and the *Security Standards* (45 C.F.R. Parts 160, 162 and 164, issued by the Department of Health and Human Services, hereinafter referred to as the Privacy and Security Regulations).

Grantee acknowledges that medical information, including payment information, regarding CRMC's patients must be kept confidential. The parties understand and agree that the Privacy and/or Security Regulations apply to the use and disclosure of Protected Health Information (as that term is defined in HIPAA) which may occur in fulfilling the Duties and responsibilities delineated in this Agreement. Grantee agrees that any Protected Health Information that it receives directly or indirectly, whether or not inadvertently, through its employees or agents, regarding CRMC's patients shall be treated as confidential in compliance with all state and federal laws, including but not limited to HIPAA and the Privacy and Security Regulations. Furthermore, Grantee agrees to execute any necessary documents to comply with such state and federal laws and regulations, including a Business Associate Agreement if necessary.

14. Governmental Immunity. The parties acknowledge that CRMC does not, by entering into this Agreement, waive the tort immunity provided to it by the Wyoming Governmental Claims Act, W.S. § 1-39-101 et seq. (the "Act"), and CRMC retains all immunities and defenses provided to it by the Act. Furthermore, as contemplated by the Act (in W.S. § 1-39-104(a)), CRMC specifically reserves to itself immunity from actions based upon contract, including actions based upon this Agreement. Any part of this Agreement that conflicts either with the tort immunity provided by the Act or with CRMC's reservation of contractual immunity under this Section shall be void and of no effect. Any actions or claims against CRMC under this Agreement, to the extent that the same are permissible under the terms of this Section and/or applicable law, must be brought in accordance with the procedural requirements of the Act. In the event that Grantee makes a claim against CRMC that is not in accordance with the Act's procedural requirements, Grantee shall reimburse CRMC for all costs, including reasonable attorneys' fees, incurred by CRMC in defending such claim. This provision shall survive the termination of this Agreement.

15. **Entire Agreement/Modifications.** This instrument constitutes the entire Agreement between the parties, superseding all prior communications, oral or written. No statements, promises or inducements made by either party or agent of either party, express or implied, shall be valid or binding if not contained in this written Agreement. No modifications to this Agreement shall be effective or binding unless in writing over the duly authorized signatures of the parties hereto. This section shall not be deemed waived by any alteration or modification, which does not conform to the above provisions of this section.

16. **Counterparts.** This Agreement may be executed simultaneously, in one or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument.

17. **Change of Law.** The terms of this Agreement are intended to be in compliance with all federal, state and local statutes, regulations and ordinances applicable as of the Effective Date. In the event of conflict, the state and/or the federal law will supersede the terms of this Agreement. The parties agree to execute such amendments as may be necessary for compliance with such laws or regulations as they are promulgated or become final and effective. In the event that any federal or state legislative or regulatory authority adopts any law or regulation which (a) renders this Agreement illegal or prohibited by applicable law or regulation; (b) threatens CRMC's tax-exempt status; (c) establishes a material adverse change in the method or amount of reimbursement or payment for services under this Agreement; (d) imposes requirements which require a material adverse change in the manner of either party's operations under this Agreement or (e) legal counsel for either party gives a good faith opinion that the application of any law, regardless of when adopted, poses a substantial threat of any of the foregoing, then, upon the request of either party, the parties will enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the change in law or regulations while preserving the original intent of this Agreement to the greatest extent possible. If, after thirty (30) days of such good faith negotiations, the parties are unable to reach an agreement as to how this Agreement will continue, then either party may terminate this Agreement upon one (1) day prior written notice. Notwithstanding the foregoing, if the change in law requires the immediate termination of this Agreement, this Agreement will be deemed to be so terminated.

18. **Cooperation Regarding Medicare Reimbursement.** Grantee will make available to CRMC, the Secretary of Health and Human Services or to the Comptroller General of the United States (or to any of their duly authorized representatives) copies of this Agreement (including all amendments thereto) and its books, documents and records to the extent necessary to verify the nature and extent of the consideration exchanged by the parties hereunder. Such access shall be limited to a period of six (6) years after the furnishing of the services hereunder. If access is requested by CRMC, CRMC shall provide reasonable notice to Grantee of its desire for access, and access shall be provided at a reasonable time by Grantee. All other access permitted hereunder shall be provided in accordance with the written regulations established by the Secretary of Health and Human Services. Should Grantee carry out any of its Duties through a sub-contract with an organization that is "related to" Grantee (within the meaning of 42 C.F.R. § 420.301), that sub-

contract shall contain a clause placing the same duty on the organization as this Section places on Grantee.

19. **Severability.** In the event that any provision of this Agreement (or portion thereof) is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, such provision (or part thereof) shall be enforced to the extent possible consistent within the stated intention of the parties, or if incapable of such enforcement, shall be deemed to be deleted from this Agreement, while the remainder of this Agreement shall continue in full force and remain in effect according to its stated terms and conditions.

20. **No Conflict.** Grantee warrants and represents that Grantee is not violating or breaching any term or condition of any other agreement, including any covenant not-to-compete or employment agreement, by entering into this Agreement. In the event Grantee breaches this warranty, Grantee agrees to indemnify, defend and hold CRMC harmless from any claim brought against CRMC by any person or entity claiming to be damaged by Grantee's breach of violation of such agreement.

21. **Survivability.** Any provision of this Agreement that by its very nature should survive the termination of this Agreement shall be deemed to so survive. Without limiting the generality of the foregoing, Sections 10, 13, 14, 18 and 25 of this Agreement shall be deemed to survive the termination of this Agreement.

22. **Headings.** The headings contained herein are for reference only and are not a part of this Agreement and shall not be used in connection with the interpretation of this Agreement.

23. **Contract Interpretation.** Each party hereto acknowledges that it has had ample opportunity to review and comment on this Agreement. This Agreement shall be read and interpreted according to its plain meaning and an ambiguity shall not be construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsman thereof shall not apply to any provision of this Agreement.

24. **Equal Access.** The parties acknowledge that they make no distinction in the rendition of services or benefits to patients on the grounds of race, religion, color, creed, national origin, sex, age, handicap, or ability to pay.

25. **Trademarks and Copyrights.** Each party reserves the right to the control and use of its respective names, copyrights, symbols, trademarks and service marks presently existing or later established. Neither party shall use the other party's name, copyrights, symbols, trademarks or service marks in advertising or promotional materials nor otherwise without the approval of the other party, and any such approval granted shall be withdrawn immediately upon the earlier of written notice of such other party or termination of this Agreement. Each party hereby grants the other party the non-exclusive right to use the name, address, specialty and other pertinent biographical data of such party in connection with the obligations of the respective parties hereunder.

26. **Inclusion on Master List of Contracts.** The parties agree that this Agreement will be added to the master list of contracts kept by CRMC, which may be referenced to determine the status of all current agreements pursuant to which Grantee “furnishes”, as that term is defined in 42 C.F.R. 411.357(d)(ii), items or services to CRMC. CRMC's master list of contracts is maintained by its Legal Services Coordinator at 214 E. 23rd St., Cheyenne, Wyoming 82001.

**MEMORIAL HOSPITAL OF LARAMIE COUNTY D/B/A CHEYENNE REGIONAL
MEDICAL CENTER**

By: _____

Name: _____

Title: _____

Date: _____

LARAMIE COUNTY, (GRANTEE):

By: _____

Name: _____

Title: _____

Date: _____

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



EXHIBIT A

SPECIFIC GRANT REQUIREMENTS/DELIVERABLES

CRMC should enter into a contract with Grantee to provide the following deliverables in prevention in Laramie County by June 15, 2022:

1. Attend a minimum of twenty (20) out of the twenty-four (24) Behavioral Health Action Team meetings within the period of performance.
2. Implement activities for National Suicide Awareness Month in 2020 and 2021.
 - a. Physical activity challenge
3. Identify and purchase materials/resources on suicide prevention.
4. In collaboration with MINES and Associates provide education resources to employees.
5. Conduct Question, Persuade, Refer (QPR) training to staff.
6. Reporting
 - a. Complete and submit annual reports on:
 - i. June 15, 2021; and
 - ii. June 15, 2022.
 - b. Reports must include:
 - i. Educational materials handed out to employees;
 - ii. Employee usage of the MINES and Associates training, QPR training, and EAP compared to baseline;
 - iii. Participating Employees will be supported in the National Suicide Awareness Month physical activity challenges and participation will be tracked and reported.
 - c. Reports documenting the deliverables, benchmarks and any other requirement will be submitted by Grantee to CRMC's Office of Community Health.

Grantee will be paid quarterly upon invoice, not to exceed six thousand and ninety dollars (\$6,090.00).

Grantee will utilize the grant funding for those activities specifically outlined in this exhibit. Requests to redirect funding must be submitted in writing to the Office of Community Health. The Office of Community Health will indicate their approval or denial of such requests in writing to the grantee. Funds shall not be redirected, or expenditures made until written approval is granted.