



Memorandum of Understanding

1. Memorandum of Understanding

- a. This Memorandum of Understanding (MOU) is to clearly identify the roles and responsibilities of each party as they relate to the *Central Wyoming Counseling Center (CWCC) 988 Suicide and Crisis Lifeline and Laramie County Combined Communications Center* (hereinafter referred to as "LCCCC 911"). "Partners" when referring to both parties).
- b. Effective Date October 13, 2023.

2. Partnership

- a. Mission: This agreement allows for open communication and sharing of information of callers/texters at imminent risk of suicide, or experiencing an emotional crisis, between the CWCC 988 Suicide Crisis Lifeline and LCCCC 911.
- b. Primary Contacts: Amber Young, Director LCCCC and Katrina Ferrell, Lifeline Program Coordinator 988 Suicide and Crisis Lifeline.
- c. Strategic Objectives: The Partners agree to provide the least restrictive services available to secure the safety of callers/texters to LCCCC 911 or the CWCC 988 Suicide and Crisis Lifeline.
- d. Responsibilities:

Responsibilities of the CWCC Suicide and Crisis Lifeline under this MOU:

- CWCC 988 Suicide and Crisis Lifeline Crisis Specialists will accept calls referred by LCCCC 911 operators from callers seeking non-emergent help with suicidal thoughts or emotional crisis.
- CWCC 988 Suicide and Crisis Lifeline Crisis Specialists will instruct callers needing emergency services, such as fire, law enforcement or medical services to hang-up and dial 911 or may conference caller into the call.
- CWCC 988 Suicide and Crisis Lifeline Crisis Specialists will attempt to collect appropriate information from callers unable or unwilling to dial 911 and transmit that information to the appropriate 911 PSAP (Public Safety Answering Point).
- CWCC 988 Suicide and Crisis Lifeline Crisis Specialists will, when a caller is determined to be at imminent risk for suicide/suicide in progress, collect as much information as possible on the

circumstances and notify the appropriate PSAP. This will include information on suicide plan, potential weapons, and other known dangers to responding emergency personnel. The CWCC 988 Suicide and Crisis Lifeline Crisis Specialists will remain on the line with the caller as long as possible. The Crisis Specialist will share in these circumstances any caller ID information, address/location or any other identifying information the caller has shared.

Responsibilities of the LCCCC 911 under this MOU:

- LCCCC 911 Operators will at their discretion, refer or transfer callers in emotional crisis to the CWCC 988 Suicide and Crisis Lifeline. When possible, 911 Operators will inform the Crisis Specialist that they have transferred a call and let the Crisis Specialist know whether they intend to monitor the call.
- LCCCC 911 Operators will trace phone calls 24 hours per day when requested by the CWCC 988 Suicide and Crisis Lifeline Crisis Center for situations involving imminent risk of harm/harm in progress.
- No Additional costs will be exchanged between Partners for this agreement.

3. Confidentiality

- a. All *Partners* agree that they shall maintain client confidentiality and shall comply, in all respects, with all applicable federal, state and local law, rule or regulation regarding confidentiality, including, but not limited to, HIPAA, and any rules and regulations promulgated thereto.

4. Terms of Agreement

- a. Partners will notify the other within fifteen (15) business days in the event of change in Executive Director/Chief Executive Officer.
- b. The term of this MOU shall be for one (1) year, commencing on the effective date (Item 1, part b.).
- c. This MOU will automatically renew annually, unless amended or terminated based on terms agreed.

5. GENERAL PROVISIONS

- a. Termination: This MOU may be terminated, without cause, by either party upon thirty (30) days prior written notice, which will be delivered by hand or First Class Mail.
- b. Entire Agreement: This MOU, consisting of five (5) pages, represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

- 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 the other party.
- d. Modification: This MOU shall be modified only by a written agreement, duly executed by all parties hereto.
- e. Invalidity: If any provision of this MOU 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 inability to enforce, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the expressed intent of the parties that the provisions of this MOU are fully severable.
- f. Applicable Law and Venue: The parties mutually understand and agree that 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 at 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 either party's governmental immunity as provided in this MOU.
- g. Contingencies: CWCC 988 Suicide and Crisis Lifeline certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this MOU, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this MOU.
- h. 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.
- i. 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.
- j. Governmental/Sovereign Immunity: Laramie County and LCCCC do not waive their Governmental/Sovereign Immunity, as provided by any applicable law including WYO. STAT. ANN. 1-39-101-121, as amended,

by entering into this MOU. Furthermore, except as indicated herein, the parties retain 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 MOU.

- k. Indemnification: Each party to this MOU shall be responsible for any liability arising from its own conduct, including those of its agents, employees, representatives and other personnel. Neither party agrees to insure, defend or indemnify the other.
- l. 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 among the parties to the MOU, and shall inure solely to the benefit of the parties to this MOU.
- m. 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 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.
- n. Notices: All notices under this MOU shall be deemed sent when deposited in the US Mail, properly stamped and addressed to the party for whom intended at such party's address listed herein, or when personally delivered to such party. A party may change its address for notice hereunder by giving written notice to the other party.
- o. Authority: By signature below, the parties agree and warrant that the signatory has authority to bind the respective parties to the terms of this MOU.
- p. Compliance with Laws: All parties warrant that they will comply with all applicable laws, regulations and ordinances, whether Federal, State or local in carrying out the purposes of this MOU.

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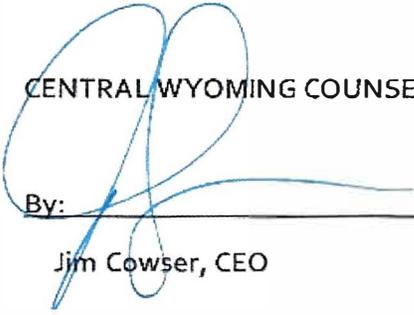
MEMORANDUM OF UNDERSTANDING

BETWEEN

CENTRAL WYOMING COUNSELING CENTER (CWCC) 988 SUICIDE AND CRISIS
LIFELINE AND LARAMIE COUNTY COMBINED COMMUNICATIONS CENTER

Signature Page

CENTRAL WYOMING COUNSELING CENTER 988 SUICIDE AND CRISIS LIFELINE

By: 
Jim Cowser, CEO

Date 10/19/2023

LARAMIE COUNTY

By: _____ Date _____
Chairman, Laramie County Commission

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

REVIEWED AND APPROVED AS TO FORM ONLY:

By: 
Laramie County Attorney's

Date 11/27/23