

MEMORANDUM OF UNDERSTANDING
between LARAMIE COUNTY, on behalf of
the LARAMIE COUNTY COMBINED COMMUNICATIONS CENTER,
and AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC.
for PROVISION OF EMERGENCY MEDICAL DISPATCH SERVICES,
AMBULANCE DISPATCH SERIES and DISPATCH SOFTWARE

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into by and between Laramie County, 310 West 19th St., Suite 300, Cheyenne, Wyoming 82001, on behalf of the Laramie County Combined Communications Center, 415 W. 18th Street, Cheyenne, Wyoming 82001 (hereinafter referred to collectively as "LCCCC"), and American Medical Response Ambulance Service, Inc., 6200 South Syracuse Way, #200, Greenwood Village, Colorado 80111 ("CONTRACTOR"). The parties agree as follows:

I. PURPOSE

The purpose of this MOU is to acknowledge the provision of emergency medical dispatch and ambulance dispatch services by LCCCC for CONTRACTOR to assist CONTRACTOR in carrying out its duties pursuant to the 2014 Emergency Medical Services Contract ("EMS Contract") entered into between the Laramie County Emergency Medical Services Joint Powers Board ("EMS Board") and CONTRACTOR, pursuant to Paragraph 10.4.2., incorporated herein by this reference.

II. TERM

This MOU shall commence on the date last executed by the duly authorized representatives of the parties to this MOU, and shall remain in full force and effect for a period of two (2) year beginning January 1, 2020, unless terminated at an earlier date pursuant to the provisions of this MOU, the EMS Contract, or pursuant to federal or state statute, rule or regulation.

III. RESPONSIBILITIES OF LCCCC

A. LCCCC shall collaborate with the Contractor to establish written procedures that are necessary for the efficient and effective deployment of medical personnel.

B. LCCCC shall provide adequate initial and refresher training to staff for Emergency Medical –Dispatch (EMD) services in conjunction with Paragraph 13.12.1 of the EMS Contract. LCCCC dispatchers will provide medically appropriate dispatch protocols using the EMD system approved by the EMS Board and provided by CONTRACTOR.

C. LCCCC shall be responsible for direct management of LCCCC employees engaged in performance of duties pursuant to this MOU and the EMS Contract.

D. LCCCC shall coordinate CONTRACTOR's view-only access to the portion of the County CAD system applicable to Contractor response information.

E. D. LCCCC shall allow Contractor access to the AQUA software for purposes of participating in joint Quality Assurance/Improvement activities as required by the EMS Contract.

G. E. LCCCC shall submit in writing (including by e-mail or other electronic means), any questions or concerns about Contractor personnel.

G. LCCCC agrees to inform the Contractor of any CAD system failure, and will promptly contact the County Information and Technology Department for corrective Action.

IV. RESPONSIBILITIES OF CONTRACTOR

A. Contractor shall collaborate with LCCCC to establish written procedures that are necessary for the efficient and effective deployment of medical personnel.

B. CONTRACTOR shall reimburse LCCCC for all sums expended for the purchase, installation and maintenance of any Third Party CAD Interface Software with New World Systems Corporation, that is necessary to comply with provision of the EMS Contract. LCCCC shall not incur any expenses without prior approval of CONTRACTOR. LCCCC shall only seek reimbursement from CONTRACTOR for actual costs incurred. LCCCC shall bill CONTRACTOR upon receipt of appropriate invoices from New World Systems Corporation. CONTRACTOR shall submit payment within forty-five (45) days from receipt of billing. No payment shall be made before the last signature is affixed to this MOU.

C. CONTRACTOR shall provide an EMD system that is integrated into LCCCC County Communications CAD system, in accordance with Paragraph 13.12.2 of the EMS Contract. Pursuant to Paragraph 13.12.2 of the EMS Contract, the EMD system shall include ProQA and AQUA software. CONTRACTOR remains responsible for all system status management and deployment methods, plans and results during the duration of the EMS Contract.

D. Two weeks prior to implementing changes to deployment methods and procedures, CONTRACTOR shall collaborate with LCCC and submit a written change form request.

E. Contractor shall provide a written feedback form (including by email or other electronic means), any questions or concerns about LCCCC personnel deployment issues, including but not limited to dispatch errors as mentioned in Paragraph 11.3.3 (b) of the EMS Contract, to the LCCCC Director.

F. Contractor shall coordinate with the County Information and Technology Department on equipment and system problems that are unrelated to a LCCCC notification of a CAD system failure.

V. GENERAL PROVISIONS

A. Termination: This MOU shall be terminated if the EMS Contract is not renewed in accordance with Paragraph 7 of the EMS Contract or if the EMS Contract is terminated pursuant

to Paragraph 8.1.2 of that contract. In addition, 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; (b) by any party, with thirty (30) days' prior written notice to the other parties; or (c) upon mutual written agreement by all parties.

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 all other parties.

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 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 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 COUNTY's or BOARD's governmental immunity as provided in this MOU.

G. Contingencies: CONTRACTOR 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: COUNTY, BOARD and LCCCC do not waive their Governmental/Sovereign Immunity, as provided by any applicable law including

WYO. STAT. ANN. §§ 1-39-101-121 (2007), by entering into this MOU. 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 MOU.

K. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, BOARD and LCCCC, their elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with the implementation of this MOU, except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY, BOARD or LCCCC or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

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. Conflict of Interest: The parties affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the MOU described herein.

N. 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.

O. Limitation on Payment: COUNTY's payment obligation under the Addendum to Additional Software License Agreement entered into between COUNTY and New World Systems Corporation 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 said services and equipment, the Addendum may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be effected 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 MOU in order to acquire similar services from another party.

P. Notices: All notices required and permitted under this MOU 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, 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.

Q. Compliance with Laws: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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Signature Page

LARAMIE COUNTY

By: _____ Date: _____
Chairman, Laramie County Board of Commissioners

ATTEST:

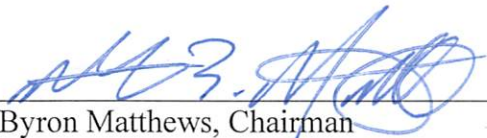
By: _____ Date: _____
Debra Lee, County Clerk

AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC.

By:  _____ Date: 5/16/20
Chris Williams, Regional Director

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

REVIEWED AND APPROVED AS TO FORM:

By:  _____ Date: 5/19/2020
Byron Matthews, Chairman
Laramie County EMS Joint Powers Board

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date: 5/19/2020
Gladys Ayokosok
Deputy Laramie County Attorney