

**MEMORANDUM OF UNDERSTANDING BETWEEN VOLUNTEERS OF AMERICA  
NORTHER ROCKIES AND LANDER POLICE DEPARTMENT REGARDING  
COMMUNITY COLLABORATION AND CARE COORDINATION**

This Memorandum of Understanding (hereinafter referred to as “MOU”) is entered into by and between Volunteers of American Northern Rockies (“VOANR”) and Lander Police Department, hereinafter collectively referred to as “Parties.”

**WHEREAS;** VOANR has entered into a contract with the Wyoming Department of Health, Behavioral Health Division to provide community behavioral health services to Fremont County

**WHEREAS;** Lander Police Department is a community partner with the County in the provision of mental health services to Fremont County and the surrounding area; and

**WHEREAS;** VOANR and Lander Police Department desire to enter into a Memorandum of Understanding in order to develop effective community collaboration and care coordination services.

**NOW, THEREFORE,** for and in consideration of the provisions and of the covenants and conditions of this MOU, the Parties hereto mutually agree as follows:

1. **Purpose.** The purpose of this MOU is for the Parties to reach a mutual understanding of the responsibilities and obligations pertaining to the development of processes and infrastructure necessary to implement effective community collaboration and care coordination.
2. **Term.** This MOU shall become effective on the date when all Parties have executed (“Effective Date”) and shall remain in full force and effect until such time as either Party agrees to terminate. Termination of the MOU shall be made in writing to each Party’s liaison as set forth in this MOU at least 30 days prior to the termination date.
3. **Responsibilities of VOANR.**

VOANR agrees that it will:

- a. Develop community processes and infrastructure to implement effective community collaboration and care coordination in Fremont County, Wyoming pursuant to the terms and conditions contained within its contract with the Wyoming Department of Health, Behavioral Health Division.
- b. Only share the minimum information necessary with party to facilitate access to care for persons served. Information may be related to the following information:
  - i. Name
  - ii. Contact information
  - iii. Address/location
  - iv. Existing providers

- v. Known life threatening conditions
- vi. Use of medications
- c. Allow persons serviced to withdraw consent for the release of confidential information at any time, with the exception of events of imminent risk to self or others.

#### **4. Responsibilities of Lander Police Department.**

Lander Police Department agrees that it will:

- a. Coordinate with VOANR staff to ensure needed services are provided.
- b. Protect client identifying information received from VOANR in a manner that complies with all state and federal confidentiality requirements and agreements including HIPAA as implemented.
- c. Execute a Business Associate Agreement if requested by VOANR.
- d. Only share the minimum information necessary with party to facilitate access to care for persons served. Information may be related to the following information:
  - i. Name
  - ii. Contact information
  - iii. Address/location
  - iv. Existing providers
  - v. Known life threatening conditions
  - vi. Use of medications
- e. Allow persons serviced to withdraw consent for the release of confidential information at any time, except for events of imminent risk to self or others.
- f. Continue to collaborate with VOANR to enhance community collaboration and care coordination for persons served.

#### **5. General Provisions.**

- a. **Amendments.** Either 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 shall be incorporated by written instrument, and effective when executed and signed by the Parties.
- b. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the Parties, and the venue shall be the 5th Judicial District of the State of Wyoming, Laramie County, Wyoming.
- c. **Entirety of MOU.** This MOU, consisting of five (5) pages, represents the entire and integrated MOU between the Parties and supersedes all prior negotiations, representations and MOUs, whether written or oral.
- d. **Indemnification.** Each Party to this MOU shall assume the risk of liability arising

from its own conduct. No Party agrees to insure, defend, or indemnify any other Party.

- e. **Governmental Immunity.** The Parties and their respective governing bodies, to the extent applicable, do not waive their governmental immunity by entering into this MOU, and each fully retains all immunities and defenses available under Wyoming Statutes 1-39-104(a) and all other Wyoming laws provided by law with respect to any action based on or occurring as a result of this MOU.
- f. **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, 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. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming Party.
- g. **Third Party Beneficiary Rights.** The Parties do not intend to create in any other individual or entity the status of a third Party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained herein shall operate only between the Parties and shall inure solely to the benefit of the Parties. The provisions herein are intended only to assist the Parties in determining and performing their obligations under this MOU. The Parties intend and expressly agree that only Parties signatory to this MOU shall have any legal or equitable right to seek to enforce, seek any remedy arising out of a Party's performance or failure to perform any term or condition of, or to bring an action for the breach of this MOU.
- h. **Breach and Remedies.** Parties believing the other to be in breach of the provisions of this MOU shall notify the other in writing of the breach, including within such notice the facts of the conduct constituting the breach and the steps necessary to cure the breach. The Parties agree to meet within five (5) working days of such notice to discuss and resolve the breach. In the event that the breach has not been cured within ten (10) calendar days of such meeting, then either Party may take such steps as it deems necessary to enforce its rights under this MOU; including, but not limited to, termination of this MOU or court action. In the event that such resolution is through court action, then each Party shall be entitled to recover its costs, including reasonable attorney fees incurred in such court action.
- i. **Compliance with Law.** Parties shall keep informed of and comply with all applicable federal, state and local laws and regulation in the performance of this MOU.
- j. **Party Representative and Notice.** The following are the Parties' designated

representatives and contact information:

i. VOANR's designated representative is:

Aimee Foster, CPO  
1876 S. Sheridan Avenue  
Sheridan, WY 82801  
(307) 672-0475

ii. The County's designated representative is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

iii. All notices and invoices required in this MOU shall be in writing, properly addressed to the Party Representative above, and mailed first-class, postage prepaid. All notices sent via U.S. Postal Services are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

- k. **Successors and Assigns.** This MOU and the terms and conditions hereof apply to and are binding on the purchasers, heirs, legal representatives, successors, assignees, agents and employees of all Parties.
- l. **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.
- m. **Titles Not Controlling.** Titles of paragraphs are for reference only and shall not be used to construe the language in this MOU.
- n. **Waiver.** The failure by Parties to insist upon the strict performance of any term or condition of this MOU or to exercise any right, power or remedy consequent upon a breach thereof, shall not constitute a waiver of any such breach of such term or condition. A waiver of any breach shall not affect or alter this MOU. Each and every term and condition of this MOU shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.
- o. **Time is of the Essence.** Time is of the essence in all provisions of the MOU.

**IN WITNESS WHEREOF**, the Parties have caused this MOU to be signed and executed on their behalf, and this MOU has been duly attested on the day and year corresponding to their signatures below.

**VOLUNTEERS OF AMERICA NORTHERN ROCKIES**

By: \_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

**COMMUNITY PARTNER**

By: \_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date