

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
COLORADO MOBILE INTEGRATED HEALTH  
DEMONSTRATION PROJECT MEMBERS**

MEMORANDUM OF UNDERSTANDING FOR THE PARTICIPATION IN AND COMMITMENT TO THE Statewide COLORADO MOBILE INTEGRATED HEALTH DEMONSTRATION PROJECT Community Outreach Navigation Network: Education & Collaboration Team(C.O.N.N.E.C.T.) BETWEEN THE AURORA FIRE DEPARTMENT, COLORADO RIVER FIRE DEPARTMENT, COLORADO SPRINGS FIRE DEPARTMENT, DENVER FIRE DEPARTMENT, GRAND JUNCTION FIRE DEPARTMENT, LITTLETON FIRE DEPARTMENT, LONGMONT FIRE DEPARTMENT, PUEBLO FIRE DEPARTMENT, SOUTH METRO FIRE DEPARTMENT, WEST METRO FIRE DEPARTMENT AND WESTMINSTER FIRE DEPARTMENT. For purposes of this MOU, each Party may be referred to as a “Party” or collectively as “Parties”.

WHEREAS, the Colorado Mobile Integrated Health Demonstration Project (“MIH Project”) is a Demonstration Project organized & developed to provide an intervention to address “Super-Utilizers” of the 911 and Emergency Department system with fire department agencies in Adams, Arapahoe, Boulder, Denver, Douglas, El Paso, Garfield, Jefferson, Mesa, Pueblo and Weld Counties; and

WHEREAS, the MIH Project was formed in 2015 in response to a small number of People disproportionately utilizing Emergency community resources for non-emergent needs; and

WHEREAS, member agencies of the MIH Project (“Parties”) have a vested interest in reducing the number of low acuity medical and mental health issues accessing and over utilizing the Emergency system by identifying those utilizers who are better suited to receive care in a non-emergent setting; and

WHEREAS, the Parties have a vested interest in the education and increased awareness of the community regarding the negative aspects of overutilization of the Emergency system; and

WHEREAS, the Parties recognize and acknowledge the importance of pooling resources and collecting data to address the issue to inform policy makers and the wider community across the state of Colorado.

IN CONSIDERATION of the mutual and valuable benefit to the Parties, this Memorandum of Understanding (“MOU”) is hereby entered into.

THE PARTIES AGREE:

1. The Colorado Springs Fire Department along with the Longmont Department of Public Safety will Co-Chair a Collaboration of Fire Departments Across the State of Colorado to Provide and deploy an Evidence based intervention hereafter referred to as the CONNECT intervention, to reduce the low acuity medical and mental health 911 calls, and increase patient health by providing the right care, at the right time, by the right resource.
2. The Parties will participate in and contribute to this CONNECT intervention, to the extent that logistics and resources permit, for a period of 24 months.
3. That each participating Department has equal standing and representation within the collaboration.
4. Parties agree to share project required data that includes Pertinent Patient Health information for the purpose of care coordination and project evaluation. Each individual's department data belongs to each department and can be used as they see fit, all program wide data that includes other departments belong to the collaboration and can only be shared in a manner in which the collaboration decides.
5. All data collected in the performance of work under this MOU shall be accessible to all of the collaborators and each party shall retain the right to share such data freely and unilaterally. All works of authorship and all developments made, conceived, created, discovered, invented or reduced to practice in the performance of work hereunder shall remain the sole and absolute property of the party whose employee, agent, or representative authored, made, conceived, created, discovered, invented or reduced to practice any such development.
6. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this Agreement. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of the MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the application limitations of liability provided to the Parties by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et. seq.* and Article XI of the Colorado Constitution.
7. Parties agree to treat as confidential, and preserve the confidentiality of the CONNECT intervention process, forms, training material, logos, and all Confidential Patient Information; (2) use of any of this Confidential Information is solely for the purposes of this MOU; (3) not copy such Confidential Information unless specifically authorized by collaboration Chair(s) in writing to do so; and (4) limit dissemination of the Confidential Information to those to Agents whom disclosure is necessary for the purposes of this

Agreement, provided such Agents have agreed to maintain the confidentiality thereof in a written agreement no less restrictive than this Agreement.

8. No Party to this MOU shall be required to pay any compensation to any other Party or to the other Party's personnel for any personnel, services or equipment rendered hereunder, unless negotiated in advance and agreed to and executed under a separate and independent agreement or contract. Grants applied for by the entire collaboration will be distributed based upon grant budget approved by the collaboration. The Colorado Springs Fire Department shall serve as the fiscal pass through for any such grants.
9. This MOU shall be effective for 24 months. Any Party to this MOU may terminate its participation in the MOU, with or without cause, upon thirty (30) days prior written notice to all other Parties. Any notice of termination shall state the actual termination date.
10. In the event of a dispute between the Parties, the Parties agree that they will use their best efforts to informally resolve that dispute through consultation and communication between the Parties.
11. It is expressly understood and agreed that this MOU is for the benefit of the Parties only, and nothing contained herein shall give or allow any claim or right of action by any other third person or entity on or under this MOU. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this MOU, receiving services or benefits under or resulting from this MOU shall be deemed to be incidental beneficiaries only.
12. This MOU, together with all exhibits attached hereto, constitutes the entire agreement between the Parties, and all other representations or statements heretofore made, verbal or written, are merged herein, and this MOU may be amended only in writing, and executed by duly authorized representative of the Parties hereto.
13. Authorization. The signing of this MOU is not a formal undertaking, but rather signifies that the signatory Parties will strive to reach, to the best of their ability, the objectives of this MOU.

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FOR THE COLORADO MOBILE INTEGRATED HEALTH DEMONSTRATION PROJECT:

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Co-Chair

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Date

\_\_\_\_\_  
Co-Chair

\_\_\_\_\_  
Date

AGENCY REPRESENTATIVES:

Littleton Fire Rescue – Chief Chris Armstrong

\_\_\_\_\_  
Agency Name:

\_\_\_\_\_  
Date

Littleton Fire Rescue – Tyson Hungerford

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Agency Name:

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Date

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Agency Name:

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Date

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Agency Name:

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