


July 18, 2023

MEMO TO: J. Carter Napier, City Manager 
FROM: Jacob Black, Fire Chief
SUBJECT: Banner Health Professional Services Contract

Meeting Type & Date

City Council Work session
July 25, 2023

Action Type

Move Forward for Approval

Recommendation

That Council consider a proposed resolution to adopt the Banner Health Professional Services Contract between Banner Health and the Casper Fire-EMS Department.

Summary

Banner Health has approached the City of Casper to agree upon a professional services contract for ambulance services within the City of Casper. The contract provides an agreed upon standard of service and care for our citizens and community. This contract will maintain a consistent service delivery in our community with the Casper Fire-EMS Department's emergency medical service response. Highlights of advantages for adopting the contract includes:

- Consistent service delivery to the community.
- Increased ambulance response time standards for our citizens (we will have the most stringent ambulance response times in the nation).
- Minimum ambulance unit, staffing, and licensure requirements to avoid service gaps.
- Efficient response models that reduce unnecessary response from Casper Fire-EMS personnel.
- Increased safety in apparatus response through Banner units adopting Casper Fire-EMS driving and response policies.
- Establishment of a quality control group between Casper Fire-EMS and Banner to address service gaps and increase process and efficiency of service delivery.
- Establishment of structured command and control of emergency scenes.
- Establishment of system overload protocols and processes.
- Collaborative communication for Casper Fire-EMS and Banner workgroup cooperation in operations.

Financial Considerations

There are no negative financial impacts to the City of Casper. The City has the opportunity to see a cost savings through a more consistent response model that eliminates duplication of unnecessary response from Casper Fire-EMS units.

Oversight/Project Responsibility

Jacob Black, Fire-EMS Chief

Attachments

Draft Contract for Professional Services
Response Area Map

CONTRACT FOR PROFESSIONAL SERVICES
PART I – AGREEMENT

This Contract for Professional Services ("Agreement") is entered into on as of the last date of signature (the Effective Date), by and between the following parties:

The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City") and Wyoming Medical Center, Inc., a Wyoming not for profit corporation wholly owned by Banner Health, an Arizona nonprofit corporation ("Provider"). Throughout this document, the City and the Provider may be collectively referred to as the "Parties."

RECITALS

A. The Parties have worked together to provide emergency medical services and Provider provides ambulance services within the City.

B. The City desires to continue to use effectively the emergency care and ambulance services of Provider for the benefit of the citizens of the City of Casper.

C. The Parties agree it is in the best interest of the City to delegate to Provider a geographical area for which it will have primary first responder responsibility and will continue to provide ongoing services to City and Casper Fire EMS for the remainder of the City.

D. The Provider represents that it is ready, willing, and able to provide the emergency care and ambulance services to the City as required by this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. Incorporation of Recitals. The above set forth recitals are hereby incorporated as through set forth herein verbatim as part of this Agreement.

2. Services provided by Provider:

2.1 "911 Ambulance Services." Provider shall provide ambulances and staffing, as set forth herein for 911 emergency and 911 non-emergency patient transport and associated medical services (collectively, "911 Ambulance

Services").

2.2 "Dedicated Resources." Provider shall dedicate the following resources to ensure it provides the 911 Ambulance Services as described herein:

2.2.1 Ambulances:

- a. Monday through Saturday three (3) dedicated primary front-line ambulance vehicles with staff during the day, three (3) during the night, one (1) swing shift, and a minimum of two reserve ambulances. A swing shift is not available on Sundays. All ambulances shall be available for 911 calls pursuant to their designation and need.
- b. A minimum of one (1) reserve ambulance shall be placed in service if a dedicated ambulance is out of service for maintenance or repairs or in the event of system overload or a mass casualty incident requiring additional resources when a reserve ambulance is available.
- c. Provider shall furnish and maintain, at its sole expense, all dedicated ambulances, staff, and all accessory equipment.
- d. All ambulances shall comply with Provider's standard policies and procedures and the requirements of applicable state and federal law.
- e. Provider shall equip, at its sole expense, all ambulances performing services under this Agreement, or that may perform services under this Agreement, with a two-way radio sufficient to maintain contact with the dispatch center utilized by the City Fire-EMS Department. These two-way radios will have the capability of communicating on radio channels from which the City Fire-EMS Department are dispatched and any fire ground or mutual aid radio channels that may be utilized by the City Fire-EMS Department.
- f. In addition to state and federal requirements, Provider, at its sole expense, shall equip all ambulances operating in the Service Area with the following equipment:
 - i. One cardiac monitor/ defibrillator with a minimum of 4 lead, 12 lead, continuous waveform capnography, transcutaneous pacing and pulse oximetry that is compatible with equipment carried by the City Fire-EMS Department apparatus.
 - ii. One power cot with power load.

- iii. One stair chair with decent assist.
- iv. Video laryngoscope handles and blades.
- v. Equipment specified by medical director.

2.3 "Special Event Services" In addition to the 911 Ambulance Services provided pursuant to Section 4.1 of this Agreement, Provider may, in Provider's sole discretion, and at the City's request, provide dedicated ambulance and/or medical team coverage for various special events held within the Service Area. Provider will not unreasonably withhold dedicated standby Ambulance Services for City events that have been customarily done by previous ambulance service providers. Provider and City shall coordinate with each other in advance of providing Special Events Services at each special event. Provider maintains the right to bill for for-profit and private special events.

2.4 "Public Safety Services" In the event of a working fire, SWAT incident, or other public safety emergency ("Public Safety Emergency") Provider shall respond with Dedicated Ambulance(s), as needed, to the Public Safety Emergency. Additional transport ambulances shall be dedicated to the incident, if requested and such resources are available to Provider when requested by the Incident Commander. Provider shall automatically respond to all working fires unless dispatch information requires a different response level. Section 4.3.2 "Adjustments to Response Times" shall also apply to this section during times of system overload or weather emergencies.

2.5 911 Service Area.

a. The geographical area in which Provider shall provide the 911 Ambulance Services, Special Events Services and Public Safety Services pursuant to this Agreement shall be all area within the City's boundaries and accepted parcels of land contiguous to the City's boundaries; these, may be modified from time to time through the inclusion/exclusion of real property, and such other areas to which the City is obligated, or may become legally obligated, to provide emergency medical or ambulance services by Intergovernmental Agreement (MOU), Mutual Aid Agreement, Automatic Aid Agreement and otherwise as agreed to by City and Provider (hereinafter "Service Area").

b. 1. "Provider's First Response Coverage Area" See Exhibit A.

2. "Provider's Ambulance and Secondary Response Coverage Area"

See Exhibit B.

3. **Term.** The term of this Agreement shall be for a period of thirty (30) months beginning on the Effective Date ("Initial Term"). The term may be renewed in writing thereafter upon mutual agreement of the parties.

4. **Responsibilities of Provider.**

4.1 911 Ambulance Services.

Provider shall provide ambulances and staffing, as set forth in Section 2 for 911 emergency and 911 non-emergency patient transport and associated medical services (collectively, "911 Ambulance Services") twenty-four (24) hours per day, seven (7) days per week within the Service Areas defined in Section 2.5. Provider shall not charge the City for the 911 Ambulance Services it provides pursuant to this Agreement unless otherwise specified herein. Furthermore, Provider shall develop a coordinated response system, (see Section 4.1.1), that is focused on quality patient care, budget adequacy, and elimination of unwarranted duplication of ambulance and Fire-EMS department services.

4.1.1 Coordinated Response System

- a. Provider agrees to develop and implement a quality control group committed to a cooperative effort for the purpose of designing and maintaining the Pre-Hospital EMS System in the Service Area. The membership of this group will be the Provider's EMS Director or the Director's designee(s) and the City Fire-EMS Chief or the Fire-EMS Chiefs designee(s). The group will collect and review data to determine best practices based on patient outcome, staffing of ambulances, work schedules, response matrix issues, training, supply and equipment procurement processes, ambulance posting policies, scope of services delivered, response time variables and economic adequacy and efficiency. The work scope shall not be limited in order to ensure all Pre-Hospital EMS System related efficiencies and deficiencies are considered. The quality control group will meet quarterly, or more frequently as needed to improve the system success. Provider agrees to not alter the Pre-Hospital EMS System without discussion and considered consensus between the parties involved in the quality control group.
- b. On a quarterly basis, Provider will provide detailed reports to the

quality control group for each responding ambulance. The report will include all the following data from each 911 response in the Service Area:

- i. Times from dispatch
 - ii. Call Demographics
 - iii. Patient Demographics
- c. The quality control group will analyze the data provided and provide formal recommendations for system improvements. The recommendations will be reviewed by and agreed upon by both parties before implementation of the changes.
- d. In addition to the quality control group, Provider and the City agree to undertake developing and implementing a formal clinical peer review process. The clinical peer review process is a legislatively recognized process by which a committee of medical providers examine the work of a peer and determines whether the medical provider under review has met accepted standards of care in rendering medical services. A clinical medical peer review may be initiated at the request of a medical provider, supervisor, patient or other party involved. The Clinical Peer Review Committee will meet on an as needed basis to review requests. The Medical Director of both parties to this Agreement will be the joint chairpersons of the Clinical Peer Review Committee. All recommendations made by Clinical Peer Review Committee will be addressed by the respective party in a timely manner; the response to the recommendations shall be reported back to the Peer Review Committee reviewers in writing or by e-mails, explaining the method and rationale of the respective party (parties).

4.1.2 Other Services.

Provider agrees to properly dispose of all hazardous medical waste collected by the City at emergency incidents resulting from patient care. The City agrees to ensure compliance with the Provider's disposal of waste policy, a copy of which is attached hereto as Exhibit C.

4.1.3 Mutual Aid.

Provider agrees to have mutual aid agreements with other third-party

ambulance providers for transport ambulance service during times of system overload.

4.2 Exclusive Provider.

This Agreement is exclusive between the City and Provider for all 911 emergency, 911 non-emergency and routine ground medical transportation requirements within the Service Area. The City shall not engage or utilize other contractors or persons to perform 911 ground medical transportation services of the same or similar nature, except in instances of provider overload, provider's inability to respond timely, as referenced herein, or where mutual aid is called by the incident commander.

4.3 Response Times.

4.3.1 Response Times.

- a. Provider shall furnish and maintain, at its sole expense, a non-emergency routine transport phone number that is staffed 24 hours a day, 7 days a week. This phone number will be utilized for all non-emergency and/or scheduled transports. The parties will work collaboratively to develop and maintain an educational program that assists healthcare facilities and their respective staff in the use of the non-emergency phone number for scheduling routine transports of patients. This number shall not be used for patients receiving emergency care or transport. The training and education program shall be distributed for all nursing homes, skilled nursing facilities, doctors' offices, urgent cares, free standing emergency departments and other related facilities on a regular basis in an effort to reduce the use of 911 for non-emergencies. Provider shall respond to calls from this line using the call's urgency and other demands existing concurrently with the non-emergency call.
- b. The Parties expressly acknowledge and agree that ambulances meeting both the emergency and non-emergency response times, and providing the 911 Ambulance Services, required by this Agreement, are needed for the public's health, safety, and welfare. Response time is defined as the period of time between: (a) when the 911 dispatch center dispatches a call to a Provider's Ambulance(s) with a time stamp in the CAD; and

(b) when Provider's first fully staffed Ambulance arrives on scene based on the time stamp in the CAD. 911 Emergency response is defined as running lights and siren from the time of call to arrival on scene. 911 non-emergency response is defined as responding without lights and siren from the time of call to arrival on scene. Banner Ambulances shall follow Casper Fire-EMS driving policies. Stopping at all controlled intersections. 10 miles above posted speed limit. 20 mph max in any negative right of way. Adherence to this policy will ensure public and responder safety and aligns with industry best practices. Banner employees to train and review annually. The quality control group will evaluate response times quarterly to ensure ambulance response times are meeting the following:

- i. Level 1: Provider's First Response Coverage Area (Exhibit A): Provider's Ambulances are the first emergency medical responders for all calls in the geographical area designated on Exhibit A, attached hereto, and made part of this Agreement. Casper Fire-EMS will respond upon notification from dispatch of emergent need(s) and/or multiple injuries to the area within the boundaries of Exhibit A. The Casper Fire-EMS officer will maintain final decision of need to respond to any call.
 - i. Provider shall arrive on scene within four minutes zero seconds (4:00) ninety percent (90%) of the time for each calendar month on all 911 emergency responses to area within the boundaries in Exhibit A. All deficiencies of this arrival time by fifteen seconds or more, shall be reported to the quality control group and deficiencies of thirty seconds or more shall be reported to the peer review committee.
- ii. Level 2: "Provider's Ambulance and Secondary Response Coverage Area" See Exhibit B Provider's Ambulances shall arrive on scene within seven (7) minutes 90% of the time for each calendar month on all 911 emergency responses in the geographical areas described on Exhibit B, attached hereto, and made part of this Agreement. All deficiencies of this arrival time by fifteen seconds or

more, shall be reported to the quality control group and deficiencies of thirty seconds or more shall be reported to the peer review committee.

- c. Classification and Duration of Emergency Responses. Ambulances shall continue to use the Emergency Medical Dispatch process currently in use by the 911 dispatch center to determine 911 emergency response versus 911 non-emergency response.

4.3.2 Adjustments to Response Times.

Response times shall be adjusted, as necessary, for exceptions to the 911 emergency and/or 911 non-emergency response time performance requirements stated in Section 4.3.1, for the following types of conditions:

- a. Weather Conditions. In the event of inclement weather of such severity that City Fire Chief or the Fire Chiefs designee, believes the threat to the system-wide patient care outweighs the threat to individual patient care from a delayed response time, the City Fire Chief or Fire Chiefs designee, in collaboration with Provider EMS Leadership may declare a weather emergency, thus suspending response time requirements.
- b. System Overload. The City Fire Chief, or his/her designee, in collaboration with Provider EMS Leadership, may declare a system overload, and suspend the response time requirements stated in this Agreement. The quality control group shall evaluate all system overload response time exceptions on a case-by-case basis.
- c. Disaster. During a mass casualty incident (MCI) or disaster, mutually agreed upon by Provider and the City, either within the Service Area or in a neighboring area or community, ambulances shall be exempt from the response time requirements stated in this Agreement. A "mass casualty incident" or "disaster" may include widespread destruction of property with four (4) or greater emergent personal physical injuries, loss or endangerment of lives caused by severe

weather, flooding, military or civil actions, and manmade or natural disasters.

- d. Other Good Cause. Ambulances may be exempted from the response time criteria for unusual or unique situations as mutually agreed upon by Provider and the City. The quality control group shall evaluate all "other good cause" response time exceptions on a case-by-case basis.

4.3.3 Remediation for Contractual Issues and Response Time Requirements.

- a. The Parties agree that the following steps shall be taken for an ambulance's failure to meet the response times, required by this Agreement:
 - i. Quarterly quality control group meetings to review problems as provided in Section 4.1.1.
 - ii. For areas of deficiency, the quality control group will provide an Action Plan to the City & Provider for performance compliance for identified issues. The cure time for identified deficiencies of the Action Plan is four (4) months unless mutually otherwise agreed upon by Provider and City.
 - iii. The Action Plan will be reviewed after the agreed time. In the event the Action Plan is only partially successful, the Provider CEO and City Manager agree to meet and review subsequent recommendations for compliance and agree to a cure time, no greater than two (2) additional months, for remaining deficiencies.

4.4 Ambulance Crews.

4.4.1 Provider Staffing.

Provider's staffed personnel for dedicated ambulances will consist of no less than one (1) state certified paramedic & one (1) state certified EMT-B or above, each of whom shall meet the requirements of Wyoming law and the rules and regulations of the Emergency Medical Services Division of the Wyoming Department of Health.

Provider maintains the right to operate a BLS staffed unit for non-emergent transports as determined by the Provider EMS Medical Director.

4.4.2 Personnel Issues.

The parties agree that a cohesive work environment is important for delivery of quality service. The parties agree to address personnel issues that are affecting the cohesive interactions of personnel from both entities by reporting any concerns to the quality control group for resolution. Temporary re-assignment may be immediately necessary. Temporary re-assignment shall be handled by the shift supervisor of the affected party. The discipline or removal of an employee as it pertains to this Agreement is the sole decision of Provider's EMS Director. Employees must comply with their respective agencies' personnel policies and agreements.

4.5 Scene Control

- a. The Casper Police Department shall have jurisdiction and control of all Casper crime scenes or police duties to which Provider is requested to respond.
- b. Provider's employees shall obey the scene control orders and directions given by the appropriate police and/or fire personnel. Provider will ensure that ambulance personnel do not enter a hazard zone without proper instructions and equipment.
- c. All communications for 911 emergencies and 911 non-emergencies in the Service Area will be conducted on the assigned tac channel by fire dispatch for all dedicated ambulances. All communication during that response will be conducted on the assigned tac channel.
- d. Medical control on 911 emergency and 911 non-emergency scenes will be the first arriving emergency medical services provider from the City Fire Department or Provider that establishes patient contact and begins treatment. If City Fire-EMS Department personnel arrive first and establish patient care, that provider will maintain medical control until the patient care has been transferred utilizing a hand off report to the Provider on the responding ambulance. Once patient care has been transferred in a timely manner, the provider to which the patient care was transferred will have medical control until the patient care has been transferred to the receiving facility or another medical provider. While on scene, resource requests or other needs shall be requested through the Incident Commander.

4.6 Transport Assistance.

In the event that patient care requires additional personnel during transport to the receiving facility, the ambulance crew may request use of City Fire-EMS

Department personnel from the Incident Commander on scene to assist with the transport.

4.7 Transport Destination.

All non-emergent or non-urgent patients will be taken to the appropriate facility, or as directed by the patient's physician, the competent patient, or a member of patient's immediate family if the medical condition allows. For emergent and urgent transfers, destination protocols will be followed as required by the patients' medical condition.

4.8 System Overload.

- a. In the event that all Provider's dedicated ambulances are busy on calls, non-dedicated Provider ambulances may be requested to backfill or respond to calls in the Service Area. When a Provider's ambulance is dispatched, Provider shall promptly advise the City Fire-EMS Department responding unit on the City Fire-EMS Department dispatch channel where the ambulance's dispatched location began when coding in its response with 911 dispatch. The ambulance crew responding to the scene will monitor and utilize the City Fire-EMS Department dispatch channel from the time the ambulance goes in route to the call until the ambulance is cleared from the scene. If the Incident Command on scene, moves the radio traffic to a different radio channel, the responding ambulance will move to that channel for the duration of the call. Each instance that required a non-dedicated ambulance to respond will be reviewed by the quality control group who will monitor frequency, locations along with other data to determine if adjustments need to be made to the Provider's ambulances deployment, distribution, or placement.
- b. In the event of system overload outside the Response Area or an emergency transfer request from a facility inside the Response Area, dedicated ambulances may be requested through dispatch center to respond; this may occur if all the available non-dedicated ambulances are busy on other calls or have an extended response time. Each instance that required a dedicated ambulance to respond to an emergency transfer or 911 emergency outside the Response Area will be reviewed by the

quality control group who will monitor frequency, locations along with other data to determine if adjustments need to be made to the Provider's ambulance deployment, distribution, or placement. In the event a dedicated ambulance is required to respond to a call outside the Response area or performs an emergency transfer, provider shall back fill the Response Area with a non-dedicated ambulance until the dedicated ambulance is back in service in the Response Area.

- c. In the event that an available non-dedicated ambulance is in close proximity to a 911 emergency call within the Response area and it is the closest fully staffed ambulance, that non-dedicated ambulance may attach to the call through dispatch and notify the incident commander that it has attached to the call. The ambulance crew responding to the scene will monitor and utilize the City Fire-EMS Department dispatch channel from the time the ambulance goes in route to the call until the ambulance is cleared from the scene.

3. TERMS AND CONDITIONS:

This Agreement is subject to and incorporates the provisions attached hereto as PART II -
- GENERAL TERMS AND CONDITIONS.

4. EXTENT OF AGREEMENT:

This Agreement represents the entire and integrated Agreement between the City and the Provider, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both the City's and the Provider's authorized representatives.

The City and the Provider each individually represent that they have the requisite authority to execute this Agreement and perform the services described in this Agreement.

-SIGNATURE BLOCKS ON FOLLOWING PAGE-

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Agreement as of the day and year above.

APPROVED AS TO FORM

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel, City Clerk

Bruce Knell, Mayor

Date: _____

Date: _____

PROVIDER
Wyoming Medical Center,

By: _____

Lance Porter, Chief Executive Officer

Date: _____

**CONTRACT FOR PROFESSIONAL SERVICES PART II –
GENERAL TERMS AND CONDITIONS**

1. **TERMINATION OF AGREEMENT:**

1.1 Either Party may terminate this Agreement anytime by providing thirty (30) days written notice to the other Party of intent to terminate said Agreement. In such event, all finished or unfinished documents, data, studies, and reports prepared by the other Party, other than patients' records, under this Agreement shall, at the option of the terminating Party, become its property, and the other Party shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Provider shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Agreement by Provider, or any breach of the Agreement by the Provider, and the City may withhold payments to the Provider for the purpose of setoff until such time as the exact amount of damages due the City from the Provider are determined.

2. **CHANGES:**

The City may, from time to time, request changes in the scope of the services of the Agreement. Such changes, which are mutually agreed upon between the City and the Provider, shall be incorporated in written amendments to this Agreement. There shall be no increase in the amount of City provided resources, unless needed on an emergent basis, which must be ratified or approved by Resolution adopted by City.

3. **ASSIGNABILITY:**

The Provider shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City. Notice of any assignment or transfer shall be furnished to the City within five

(5) business days of any assignment or transfer. Notwithstanding anything to the contrary in this Agreement, Provider may assign or otherwise transfer its interest under this Agreement to any "related entity" without the consent of the other party. For the purposes of this Section, a related entity will be deemed to include a parent, subsidiary, any entity that acquires all or substantially all of Provider's assets or operations relating to this Agreement, and the surviving entity of any merger or consolidation involving Provider.

4. **AUDIT:**

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Provider, which are pertinent to this Agreement. The Provider shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Provider which are pertinent to this Agreement. The Provider shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Provider shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Provider shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Provider shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Provider shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Provider under this Agreement shall, unless patients' medical records, be considered the property of the City, and upon completion of the services to be performed, or termination of this Agreement, they will be turned over to the City provided that, in any case, the Provider may, at no additional expense to the City, make and retain such additional copies thereof as Provider desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Provider be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Provider under this Agreement are confidential and shall not be made available to any individual, except the patients' medical records may be provide to the patients or the patients' designees, by the Provider without the prior written consent of the City.

8. GOVERNING LAW AND VENUE:

This Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the Seventh Judicial District, Natrona County, Wyoming. The Provider shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Agreement.

9. PERSONNEL:

The Provider represents that it has, or will secure, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of the City. All of the services required shall be performed by the Provider, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Provider shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONSULTANT:

The Provider shall not employ any subconsultant or subcontractor to perform any services in the scope of this project, unless the subconsultant or subcontractor is approved in writing by the City. Any approved subconsultant or subcontractor shall be paid by the Provider.

11. INSURANCE AND INDEMNIFICATION:

A. Prior to the commencement of work, Provider shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Provider, its Subconsultants, agents, representatives, or employees.

B. Minimum Scope and limit of Insurance.

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Covering CGL on an "occurrence" or claims-made basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; and the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the

general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit).

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Provider has no owned autos, Code 8 (hired) and 9 (non- owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability Insurance appropriate to the Provider's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be included as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts, or equipment furnished in connection with such work or operations.

2. Primary Coverage

For any claims related to this Agreement, the Provider's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Provider as respects the City, its officers, elected and appointed officials, employees, agents, and volunteers.

3. Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Reserved -Waiver of Subrogation*

5. *Reserved - Deductibles and Self-Insured Retentions*

6. *Acceptability of Insurers*

Insurance is to be placed through a program of self-insurance or with insurers with a current A.M. Best's rating of no less than A: VII.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of Contract work.
- b. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. However, Provider's liabilities under this Agreement shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date on or prior to the Agreement effective date, the Provider must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Provider shall furnish the City with self-insurance letters or certificates of insurance to the City before work begins. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them.

9. *Subconsultants*

Should the parties permit the Provider to utilize subconsultants or subcontractors in the future, Provider shall require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements stated herein, and Provider shall ensure that the City is an additional insured on insurance required from subconsultants and subcontractors.

10. *Special Risks or Circumstances*

D. Each Party shall indemnify, defend, and save harmless the other for, from and against all actions, liabilities, losses, damages, claims and demands whatsoever, including costs, expenses and attorneys' fees resulting from or claimed to have resulted from any intentional or negligent acts or omissions of the indemnifying party or its employees or agents engaged in the work under this Agreement at the time of the event or occurrence upon which such actions, claims or demands are based. Where both City and Provider, including their respective employees or agents, participated in the liability causing event, each Party shall contribute to the common liability a pro rata share based upon its relative degree of fault.

12. LIMITATION OF LIABILITY:

In no event shall either Party, the Party's employees, elected officials, appointed officials, or agents be liable under this Agreement to the other Party or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Agreement, regardless of (a) whether such damages were foreseeable (b) whether or not the other Party was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

13. INTENT:

Provider represents that it has read and agrees to the terms of this Agreement and further agrees that it is the intent of the parties that Provider shall perform all of the services for the compensation set forth in this Agreement. Provider also agrees that it is the specific intent of the parties, and a material condition of this Agreement, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Provider agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Agreement.

14. WYOMING GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

15. NO THIRD-PARTY BENEFICIARY RIGHTS:

The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create

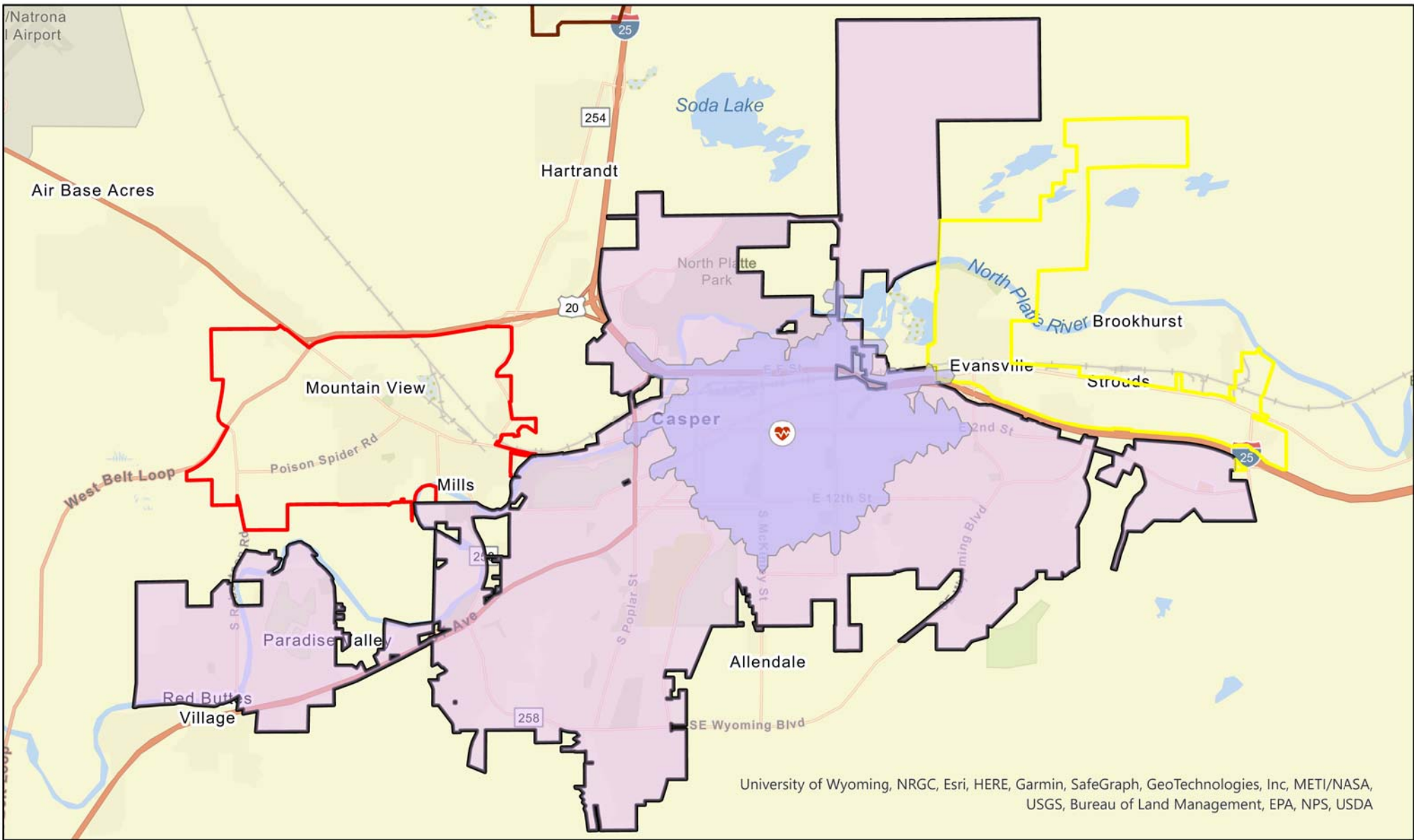
such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

16. FORCE MAJEURE:

Neither party shall be liable for failure to perform under this Agreement 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, pandemics, quarantine restrictions, freight embargoes, 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, limits delay in performance to that required by the event and takes all reasonable steps to minimize delays.

17. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, which is in compliance with Wyoming and federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Agreement as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original. Each party will immediately request that their electronic signature be revoked in writing if they discover or suspect that it has been or is in danger of being lost, disclosed, compromised, or subjected to unauthorized use in any way. If either party would like a paper copy of this Agreement, they may request a copy from the other party, and the other party shall provide it.



University of Wyoming, NRG, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA

- Banner Health
- 4 Minute Response Time
- 7 Minute Response Area
- City Boundaries**
- Bar Nunn
- Casper
- Edgerton
- Evansville
- Midwest
- Mills
- Natrona County
- <all other values>

7 Minute Response Area for Banner Wyoming Medical Center

