

**TREATMENT COURT FUNDING CONTRACT BETWEEN
THE WYOMING JUDICIAL BRANCH
AND
LARAMIE COUNTY, WYOMING
FOR THE LARAMIE COUNTY DUI COURT PROGRAM**

1. **Parties.** The parties to this Contract are the Wyoming Judicial Branch (Branch), whose address is: 2301 Capitol Ave, Cheyenne, Wyoming 82002, and Laramie County, Wyoming for the Laramie County DUI Court Program (Contractor), whose address is: 310 W. 19th Street, Cheyenne, Wyoming, 82001.

2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall provide an alternate sentencing option for the judicial system in cases stemming from substance abuse, by combining judicial supervision, probation, substance abuse assessment, substance abuse testing, monitoring, treatment, and aftercare for substance offenders in accordance with the Court Supervised Treatment Programs Act, Wyo. Stat. §§ 5-12-101 through -118, the Rules Governing Court Supervised Treatment Programs, the Wyoming Treatment Court Standards, and applicable statutes and regulations, including Code of Federal Regulations Title 42.

3. **Term of Contract.** This Contract is effective July 1, 2024 (Effective Date). The term of this Contract is from Effective Date through June 30, 2026. All services shall be completed during this term.

4. **Payment.**
 - A. The Branch agrees to pay the Contractor for the services described in Section 5 below and in Attachment A, Statement of Work, which is attached to and incorporated into this Contract by this reference.

 - B. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.

 - C. No payment shall be made for services performed prior to the Effective Date.

 - D. In no event shall the total amount paid to Contractor by the Branch under this Contract exceed four hundred ninety-seven thousand, five hundred thirty-three dollars and zero cents (\$497,533.00).
 - (i) The total Contract amount stated in Section 4.D includes four hundred sixty-seven thousand, seven hundred thirty-three dollars and zero cents (\$467,733.00) to provide services listed in Attachment A.

 - (ii) The total Contract amount stated in Section 4.D includes

fourteen thousand dollars (\$14,000.00) to be used for drug testing supplies and testing services.

- (iii) The total Contract amount stated in Section 4.D includes fifteen thousand eight hundred dollars (\$15,800.00) to be used for special projects as stated in Attachment A.

5. **Responsibilities of Contractor.** The contractor agrees to:

- A. Perform the services described in Attachment A.
- B. Comply with Attachment B, Confidentiality Agreement, which is attached to and incorporated into this Contract by this reference.
- C. Collect and maintain the data required by Wyo. Stat. § 5-12-115 and promptly enter the data specified by Appendix D of the Wyoming Treatment Court Standards into the electronic system designated by the Branch, and share the data with the Branch as requested.
- D. Adhere to the Rules Governing Court Supervised Treatment Programs and the Wyoming Treatment Court Standards maintained by the Wyoming Supreme Court and published on the Wyoming Judicial Branch website.
- E. Submit the Branch-approved invoice template for payment, with supporting documentation verifying monthly expenditures, on the twenty-fifth (25th) day of each month, or the next business day if the twenty-fifth is not a business day. Utilities, vehicle expenses, computer hardware, advertising, equipment maintenance, equipment rental, office space, construction costs, grant writing, case management system, and program evaluation are not allowable expenses under this Contract. Local funds must be utilized for these expenses.

6. **Responsibilities of Branch.**

- A. The Branch agrees to pay Contractor in accordance with Section 4 above.

7. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of Laramie County, Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of

Laramie County, Wyoming^[WB1] shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

- C. **Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party may assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Contractor may not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Branch.
- D. **Audit and Access to Records.** The Branch and its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract. The Contractor shall immediately, upon receiving written instruction from the Branch, provide to any independent auditors or accountant all books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract. The Contractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Branch.
- E. **Availability of Funds.** Each payment obligation under this Contract is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for payment, this Contract may be terminated by the Branch at the end of the period for which funds are available. The Branch shall notify the Contractor at the earliest possible time if this Contract will or may be affected by a shortage of funds. No liability shall accrue to the Branch in the event this provision is exercised, and the Branch shall not be obligated or liable for any future payments because of termination under this section.
- F. **Award of Related Contracts.** The Branch may award supplemental or successor contracts for work related to this Contract and may award contracts to other contractors for work related to this Contract. Contractor shall cooperate fully with other contractors and the Branch in all such cases.
- G. **Compliance with Laws.** In connection with the performance of this Contract, Contractor must keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- H. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by Contractor in the performance of this Contract must be kept confidential by Contractor unless the Branch approves of its release in writing. If Contractor receives a request for information subject to this Contract, Contractor will notify the Branch within ten (10) days of such request and agrees to not release such information to a third party unless directed to do so by the Branch. In all cases, Contractor shall ensure the confidentiality of information

- I. Entirety of Contract.** This Contract, consisting of seven (7) pages; Attachment A, Statement of Work, consisting of four (4) pages; Attachment B, Confidentiality Agreement, consisting of two (2) pages represent the entire and integrated Contract between the parties and supersede(s) all prior negotiations, representations, and agreements, whether written or oral.
- J. Ethics.** Contractor must keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, et seq.) and all ethical standards governing Contractor's profession.
- K. Extension.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Contract 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, 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.
- M. Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** Contractor shall function as an independent contractor for the purposes of this Contract and is not an employee of Laramie County, Wyoming or the Branch for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of Laramie County, Wyoming or the Branch or to incur any obligation of any kind on behalf of the Laramie County, Wyoming or the Branch. Contractor agrees that no benefits available to employees of Laramie County, Wyoming—whether for health or hospitalization, workers' compensation, unemployment, or otherwise—inure to Contractor's benefit, or to the benefit of Contractor's agents or employees, as a result of this Contract.
- O. Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, et seq.), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., the Age Discrimination Act of 1975, Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR, 1964–1965 Comp., p. 339), as amended

by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.

- P Notices.** All notices arising out of, or from the provisions of this Contract shall be in writing and given to the parties at the addresses provided under this Contract, either by regular mail or delivery in person.
- Q Ownership and Return of Documents and Information.** The Branch owns the data system it designates for data collection, maintenance, analysis, and reporting, and is entitled to view, access, analyze, aggregate, report, disclose as allowed by law, and otherwise use all documents, data compilations, and reports submitted to the system. The Contractor agrees to submit records and information collected and maintained for providing services pursuant to Wyo. Stat. §§ 5-12-101 through 5-12-118 as requested by the Branch. Upon termination of this Contract for any reason, the Contractor agrees to submit a final report of all data not yet entered into the designated electronic data system. The Contractor owns all information not explicitly stated in this Contract and its Attachments that is collected and maintained for providing services pursuant to Wyo. Stat. §§ 5-12-101 through 5-12-118. The parties agree that the Contractor remains solely responsible for the confidentiality, integrity, availability, maintenance, storage, and destruction of records it owns and will comply with state and federal confidentiality laws, privacy requirements, and rules.
- R Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- S Insurance Requirements.** Contractor is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq., and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42- 01, et seq., and shall provide a letter verifying its participation in the WARM or LGLP to the Agency.
- T Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Contractor, shall identify the Branch as the sponsoring agency and shall not be released without prior written approval from the Branch.
- U Sovereign Immunity.** Pursuant to Wyo. Stat. § 1-39-104(a), Laramie County, Wyoming and the Branch expressly reserve sovereign immunity by entering into this Contract and the Contractor expressly reserves governmental immunity. Each of them specifically retains immunity and all defenses available to them as

sovereign or governmental entities pursuant to Wyo. Stat. §1-39-101, et seq, and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- V. **Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
 - W. **Termination of Contract.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice. This Contract may be terminated immediately for cause if either party fails to perform in accordance with the terms of this Contract.
 - X. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
 - Y. **Time is of the Essence.** Time is of the essence in all provisions of the Contract.
 - Z. **Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.
 - AA. **Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
 - BB. **Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract.
8. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

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**TREATMENT COURT FUNDING CONTRACT BETWEEN
THE WYOMING JUDICIAL BRANCH
AND
LARAMIE COUNTY, WYOMING
FOR THE LARAMIE COUNTY DUI COURT PROGRAM**

Signature Page

WYOMING JUDICIAL BRANCH, ADMINISTRATIVE OFFICE OF THE COURTS

Elisa Butler, State Court Administrator

Date

LARAMIE COUNTY, WYOMING

By: _____
Chairman
Laramie County Commissioners

Date:


By: _____
Debra Lee, Laramie County Clerk

Date:

REVIEWED AND APPROVED AS TO FORM ONLY

By: 

Laramie County Attorney's Office



Date

**ATTACHMENT A: STATEMENT OF WORK
TO THE TREATMENT COURT FUNDING CONTRACT BETWEEN
THE WYOMING JUDICIAL BRANCH
AND THE LARAMIE COUNTY BOARD OF COMMISSIONERS FOR THE LARAMIE
COUNTY DUI COURT PROGRAM**

1. General Description

- A.** This document is the Statement of Work (SOW) to identify and describe the services and deliverables as part of the Treatment Court Funding Contract (Contract) between the Wyoming Judicial Branch (Branch) and the Laramie County Board of Commissioners for the Laramie County DUI Court Program (Contractor).
- B.** Contractor will provide an alternate sentencing option for the judicial system in cases stemming from substance abuse, by combining judicial supervision, probation, substance abuse assessment, substance abuse testing, monitoring, treatment, and aftercare for substance offenders in accordance with the Court Supervised Treatment Programs Act, Wyo. Stat. §§ 5-12-101 through -118, the Rules Governing Court Supervised Treatment Programs, the Wyoming Treatment Court Standards, and applicable statutes and regulations, including Code of Federal Regulations Title 42.
- C.** Contractor will provide the services in the manner and on the conditions specified below, within the timelines specified below, and in accordance with law.

2. Timely Communication, Corrective Action Plans, and Withholding of Funds

- A.** To ensure coordination between the Branch and the Contractor, the Contractor shall timely notify the Contractor of developments that have a significant impact on the deliverables. Contractor shall notify the Branch within seven (7) business days of knowledge of problems, delays, or adverse conditions which materially impact Contractor's ability to meet the deliverables of the Contract. This notification shall include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
- B.** When specific information or action is requested from the Contractor under the scope of the Contract, the Contractor shall respond to the Branch in good faith within the timeframe defined in the request or the Branch reserves the right to withhold payment from Contractor until the Contractor provides any requested forms, reports, information, or proof of deliverables.
- C.** Failure to comply with Contract requirements may result in Contractor being placed on a Corrective Action Plan (CAP). In consultation with the Contractor, the Branch will set the terms and requirements of the CAP. Failure to implement the CAP may result in the withholding of funds or termination of this contract.

3. Deliverables Table

A. Contractor will provide the deliverables described below by the deadlines identified below

DELIVERABLE	TIMELINE
A. Maintain an average of twenty-five (25) adult participants each quarter.	Ongoing throughout the Contract Term unless stated otherwise.

DELIVERABLE	TIMELINE
B. Collect and maintain the data required by Wyo. Stat. § 5-12-115 and enter the data specified by Appendix D of the Wyoming Treatment Court Standards into the electronic system designated by the Branch.	Ongoing throughout Contract Term. All data should be entered as timely as possible, within 72 hours of the respective events unless there is good cause for a delay

DELIVERABLE	TIMELINE
C. Submit Unemployment Certificate of Good Standing	Submit for FY 2025 by October 3, 2024, and for FY 2026 by October 3, 2025

DELIVERABLE	TIMELINE
D. Submit Worker's Compensation Certificate of Good Standing	Submit for FY 2025 by October 3, 2024, and for FY 2026 by October 3, 2025

DELIVERABLE	TIMELINE
E. Submit independent financial audit report from previous fiscal year	Submit for FY 2025 by March 31, 2025, and for FY 2026 by March 31, 2026

DELIVERABLE	TIMELINE
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F. Report to Branch's Behavioral Health Coordinator any Sentinel Event that has occurred regarding the Contractor's clients or staff. Sentinel Events are those involving death or serious physical or psychological injury or risk thereof	Ongoing throughout Contract Term unless otherwise stated
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DELIVERABLE	TIMELINE
G. Operate the treatment court program in accordance with statute, rule, and regulation, including but not limited to the following:	Ongoing throughout Contract Term unless otherwise stated
1. Court Supervised Treatment Programs Act	
2. Rules Governing Court Supervised Treatment Programs	
3. Wyoming Treatment Court Standards	
4. Treatment Court Funding Contract Requirements	
5. Confidentiality laws and privacy requirements and rules	

DELIVERABLE	TIMELINE
H. Maintain or exceed the following goals:	Ongoing throughout Contract Term unless otherwise stated
1. Fifty-nine percent (59%) or higher retention rate for participants	
2. Less than twelve percent (12%) in-Program recidivism	
3. Track post-Program recidivism for at least three (3) years for participants that have graduated or terminated from the Program	
4. One hundred percent (100%) compliance with a requirement for participants to have at least ninety (90) days of sobriety prior to graduation	

DELIVERABLE	TIMELINE
I. All treatment court team members, including treatment providers, must meet the training requirements outlined in Key Component #9 of the Wyoming Treatment Court Standards.	Ongoing throughout Contract Term unless otherwise stated
1. Contractor will submit verification of training hours for each team member. Final payment under this Contract is contingent upon receipt of verification of training hours for each team member by the Branch.	

DELIVERABLE	TIMELINE
J. National Accreditation	Ongoing throughout Contract Term unless otherwise stated
1. Ensure Substance Use Disorder Treatment Provider maintains any required national accreditation for substance use disorder services provided under this Contract	

DELIVERABLE	TIMELINE
K. State Certification	Ongoing throughout Contract Term unless otherwise stated
1. Ensure Substance Use Disorder Treatment Provider maintains any required state certification for substance use disorder services provided under this Contract	

DELIVERABLE	TIMELINE
L. Budget	

1. Submit revised budget based on this Contract amount	Submit for FY 2025 by July 31, 2024, and for FY 2026 by July 31, 2025
2. Submit any necessary budget revision requests via email to treatment@courts.state.wy.us. Requests shall include the amount of funding to be moved, the budget lines affected, and a reason for the move.	Ongoing throughout Contract Term unless otherwise stated

DELIVERABLE	TIMELINE
M. Coordinator's Meeting	
1. Contractor's Program coordinator shall attend annual Coordinator's meeting if offered by the Branch	Date to be determined by Branch, notice will be provided thirty (30) days in advance

DELIVERABLE	TIMELINE
N. Submit Invoice on Branch-approved template	The 25 th day of each month or next business day through Contract Term
1. Submit the Branch-approved invoice template for payment, with supporting documentation verifying monthly expenditures.	

DELIVERABLE	TIMELINE
O. Expenditures	Ongoing throughout Contract Term unless otherwise stated
1. Attach supporting documentation when submitting an invoice. Provide additional proof upon Branch request	

DELIVERABLE	TIMELINE
P. Submit letter verifying participation in the Wyoming Association of Risk Management Insurance Pool or Local Government Liability Pool	Submit for FY 2025 by July 31, 2024, and for FY 2026 by July 31, 2025

DELIVERABLE	TIMELINE
Q. Submit finalized policies and procedures manual on template provided by the Branch	October 31, 2024

DELIVERABLE	TIMELINE
R. Special Projects	Ongoing throughout Contract Term unless otherwise stated
1. Use surcharge funding, if awarded and available, to improve outcomes and address the social determinants of health, including purchasing adult transitional housing, gas cards, bicycles, ride share services, mental health medications, phones, phone cards, job training, dental work, rent, and groceries.	

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**ATTACHMENT B: CONFIDENTIALITY AGREEMENT
TO THE TREATMENT COURT FUNDING CONTRACT BETWEEN
THE WYOMING JUDICIAL BRANCH
AND THE LARAMIE COUNTY BOARD OF COMMISSIONERS FOR THE LARAMIE
COUNTY DUI COURT PROGRAM**

1. **Parties.** The parties to this Confidentiality Agreement (Agreement) are the Wyoming Judicial Branch (Branch), whose address is: 2301 Capitol Ave, Cheyenne, Wyoming 82002, and the Laramie County Board of Commissioners for the Laramie County DUI Court Program (Contractor), whose address is: 310 W. 19th Street, Cheyenne, Wyoming, 82001.
2. **Purpose of Agreement.** This Agreement seeks to ensure the privacy and security of sensitive and protected health information of participants as required by law.
3. **Term of Contract.** This Agreement is effective July 1, 2024 (Effective Date). The term of this Agreement is from Effective Date through June 30, 2026.
4. **Responsibilities of Contractor.** The Contractor agrees to:
 - A. Obtain from each participant a written agreement consenting to the release of medical and other records relevant to treatment history and assessment that meets the requirements of law, including 42 U.S.C. 290dd-2(b) or 42 C.F.R. Part 2, as applicable.
 - B. Obtain from each participant the consent described in Paragraph 4(A) before entering any information about that participant into the electronic system provided by the Branch.
 - C. Adhere to Wyo. Stat. § 5-12-112 by maintaining all treatment records and reports in a confidential file not available to the public, preventing disclosure of their contents to any person outside the program without a court order, and ensuring staff comply with the confidentiality rules contained in 42 U.S.C. 290dd-2 or 42 C.F.R. part 2, as applicable.
 - D. Use appropriate safeguards and comply with state and federal confidentiality laws and privacy requirements and rules, including, as applicable, Wyo. Stat. § 5-12-112, 42 U.S.C. 290dd-2, 42 CFR Part 2, HIPAA, and 45 C.F.R. Part 164.
 - E. Not use or disclose protected health information except as permitted or required by this Agreement, or as required or permitted by law.
5. **Permitted Uses of Protected Health Information.**
 - A. Contractor may only use or disclose protected health information as necessary to perform the services set forth in the Agreement between the parties into which this Agreement is incorporated.
 - B. Contractor may use or disclose protected health information as required by law.

- C. As permitted by law, Contractor may use protected health information for the proper management and administration of the court supervised treatment program or to carry out its legal responsibilities.
 - D. Contractor may disclose protected health information for the proper management and administration of the court supervised treatment program or to carry out its legal responsibilities, provided the disclosures are required by law, or Contractor obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.
8. **Special Provision.** The Branch in no way by entering into this Agreement, or otherwise, should be considered a covered entity subject to HIPAA or any similar law. The parties agree that Contractor will honor all obligations contained herein despite the Branch not being subject to HIPAA, and that no HIPAA duties or similar obligations are required of the Branch under this Agreement.

7. **General Provisions.**

- A. **Amendments.** The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of state and federal confidentiality laws and privacy requirements and rules.
- B. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with state and federal confidentiality laws and privacy requirements and rules.
- C. **Regulatory References.** Any reference in this Agreement to a section in federal rules means the section as in effect or as amended.

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