

**CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION
AND
LARAMIE COUNTY COMMISSIONERS AS GOVERNING BODY FOR THE
LARAMIE COUNTY DRUG COURT**

1. **Parties.** The parties to this Contract are Wyoming Department of Health, Behavioral Health Division (Agency), whose address is: 122 West 25th Street, Herschler Building 2 West, Suite B, Cheyenne, Wyoming 82002, and Laramie County Commissioners as Governing Body for the Laramie County Drug Court (Contractor), whose address is: 309 West 20th, Cheyenne, Wyoming 82001. This Contract pertains to the Court Supervised Treatment Program of the Agency.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall provide allowable substance use disorder treatment services within the Substance Abuse Block Grant COVID Emergency Funding Grant as a sentencing alternative, in accordance with the Court Supervised Treatment Programs Act, Wyo. Stat. §§ 7-13-1601 through 1616, including all current state rules and regulations, Code of Federal Regulations (CFR) Title 42, and Agency policies and procedures, which are incorporated into this Contract by this reference.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from the Effective Date through March 25, 2023. All services shall be completed during this term. Notwithstanding the foregoing sentences, the Contractor must spend all funds under this Contract by February 28, 2023.
4. **Payment.**
 - A. The Agency agrees to pay the Contractor for the services described in Section 5 below. Total payment under this Contract shall not exceed twenty-eight thousand, sixty-three dollars and ninety-eight cents (\$28,063.98). Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Attachment A, Invoice, is attached to and incorporated into this Contract by this reference. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.
 - B. The maximum amount of federal funds provided under the federal Substance Abuse Block Grant FY21 COVID Emergency Funding Grant, Assistance Listing Number (ALN) 93.959, shall not exceed twenty-eight thousand, sixty-three dollars and ninety-eight cents (\$28,063.98).
 - C. No payment shall be made for work performed before the Effective Date of this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be

withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of Agency.

- D.** Except as otherwise provided in this Contract, the Contractor shall pay all costs and expenses, including travel, incurred by Contractor or on its behalf in connection with Contractor's performance and compliance with all of Contractor's obligations under this Contract.

5. Responsibilities of Contractor. The Contractor agrees to:

- A.** Adhere to the data reporting requirements of the Substance Abuse Block Grant COVID Emergency Funding Grant.
 - (i)** Data must be submitted by April 25, 2022; August 25, 2022; December 27, 2022; and March 25, 2023.
- B.** Provide treatment services to three (3) participants, throughout the term of the Contract, as awarded by the Court Supervised Treatment Funding Panel.
 - (i)** Treatment services include:
 - (a)** Substance Abuse Treatment
 - (b)** Mental Health Counseling Services
 - (c)** Educational Programs
 - (d)** Educational Materials
 - (e)** Drug Testing Supplies
 - (f)** Drug Testing (On-Site and Confirmation)
 - (g)** Monitoring, to Include Electronic, Off-Site Monitoring
 - (h)** Graduation and Incentives
 - (i)** Family Activities
 - (j)** Program Materials
 - (ii)** Salaries, Wages, and Employee Benefits for Contracted personnel delivering Substance Abuse Treatment services are allowable under the Substance Abuse Block Grant COVID Emergency Funding Grant.
- C.** Submit Attachment A, in detail, to the Agency by the twenty-fifth (25th) day of each month throughout Contract term.
- D.** Report required data to the Agency through the current Court Supervised Treatment Data System.
- E.** Comply with Attachment B, Business Associate Agreement, which is attached to and incorporated into this Contract by this reference.

F. Comply with the Data Management Plan and Court Supervised Treatment Guidelines from a current and separate contract with the Contractor, identified as Contract 213072, which are incorporated into this Contract by this reference.

6. **Responsibilities of Agency.** The Agency agrees to:

- A. Pay Contractor in accordance with Section 4 above.
- B. Consult with and advise the Contractor, as necessary, about the requirements of this Contract and provide technical assistance when requested.
- C. Monitor and evaluate the Contractor's compliance with the conditions set forth in this Contract.

7. **Special Provisions.**

- A. **Assumption of Risk.** The Contractor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Contractor's failure to comply with state or federal requirements. The Agency shall notify the Contractor of any state or federal determination of noncompliance.
- B. **Environmental Policy Acts.** Contractor agrees all activities under this Contract will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Contract may be terminated without penalty if a private entity that receives funds under this Contract:
 - (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- D. **Kickbacks.** Contractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Contractor breaches or violates this warranty, Agency may, at its discretion, terminate this Contract without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

- E. Limitations on Lobbying Activities.** By signing this Contract, Contractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Contractor or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- F. Monitoring Activities.** Agency shall have the right to monitor all activities related to this Contract that are performed by Contractor or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe personnel in every phase of performance of Contract related work.
- G. 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.*, and the Age Discrimination Act of 1975 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. Federal law requires the Contractor to include all relevant special provisions of this Contract in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.
- H. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either party.
- I. 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 and related to the services and work to be performed under this Contract, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- J. Suspension and Debarment.** By signing this Contract, Contractor certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Contractor agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible

for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.

- K. Administration of Federal Funds.** Contractor agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- L. Copyright License and Patent Rights.** Contractor acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Contract; and (2) any rights of copyright to which Contractor purchases ownership using funds awarded under this Contract. Contractor must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.
- M. Federal Audit Requirements.** Contractor agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Contractor agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Contract, Contractor shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.
- N. Non-Supplanting Certification.** Contractor hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Contractor should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Contract.
- O. Program Income.** Contractor shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Contract must be used to increase the scope of the program or returned to Agency.

8. 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 the State of 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 the State of Wyoming 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 shall 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 shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. Audit and Access to Records.** The Agency 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 Agency, provide to any independent auditor 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 Agency.
- E. Availability of Funds.** Each payment obligation of the Agency 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 continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.
- G. Compliance with Laws.** The Contractor shall 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, and reports owned by the Agency under the terms of this Contract shall be kept confidential by

the Contractor unless written permission is granted by the Agency for its release. If Contractor receives a request for information owned by the Agency, Contractor shall notify the Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the Agency. In all cases, Contractor shall ensure the confidentiality of information about clients by implementing the requirements of 42 CFR 2.31; and comply with the requirements of Wyo. Stat. § 7-13-1610.

- I. Entirety of Contract.** This Contract, consisting of eleven (11) pages; Attachment A, Invoice, consisting of one (1) page; and Attachment B, Business Associate Agreement, consisting of six (6) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- J. Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, et seq.) and any and all ethical standards governing Contractor's profession.
- K. Extensions.** 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.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming 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 the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Contractor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the 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., and the Age Discrimination Act of 1975 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 either by regular mail or delivery in person at the addresses provided under this Contract.
- Q. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, and reports submitted to the data system designated by the Agency in relation to the performance of this Contract. Upon termination of this Contract for any reason, Contractor agrees to submit a final report of all data not submitted to the data system designated by the Agency. Contractor owns all information not explicitly stated in Attachment A that is collected and maintained for the purpose of providing services pursuant to Wyo. Stat. §§ 7-13-1601 through 1615. Contractor agrees to submit information contained in the records designated by the Agency to the Agency as required by the reporting requirements of this Contract. Otherwise, the parties agree that Contractor remains solely responsible for the confidentiality, integrity, availability, maintenance, storage, and destruction of records owned by Contractor.
- R. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- 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. § 1-42-201, 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 Agency as the sponsoring agency and shall not be released without prior written approval from the Agency.
- U. 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.
- V. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and the Contractor expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to agree to certain terms and conditions supplied by the Contractor, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Contract or any attachments or documents incorporated by reference will not be binding on the State of Wyoming. 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.
- W. 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.
- X. Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.
- Y. 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.

- Z. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- AA. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- BB. 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.
- CC. 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. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

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9. **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.

The Effective Date of this Contract is the date of the signature last affixed to this page.

AGENCY:

Wyoming Department of Health, Behavioral Health Division

Stefan Johansson, Director
Wyoming Department of Health

Date

Matthew Petry, MPA, Senior Administrator

Date

CONTRACTOR:

Laramie County Commissioners as Governing Body for the Laramie County Drug Court

Signature

Date

Printed Name and Title

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



Tyler M. Renner, Senior Assistant Attorney General

03-07-2022
Date

**RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
DEPUTY LARAMIE COUNTY
ATTORNEY**

 3/17/22

CST Program COVID Budget**FY23**

CST Program Name:	
Remit Payment To:	
CST Program Address:	
CST Program City, State, Zip:	
CST Program Contact:	
CST Program Contact Title:	
CST Program Email:	
CST Program Contact Phone:	
CST Program Contact Fax:	
FUNDING SOURCES and AMOUNTS	COVID Funds Budgeted
TREATMENT/SUPERVISION	
Substance Abuse Treatment	
Substance Abuse Treatment Salaries and Wages (if applicable)*	
Substance Abuse Treatment Employee Benefits (if applicable)*	
Mental Health and/or Other Counseling Services	
Educational Program	
Educational Materials	
Drug Testing Supplies	
Drug Testing (On-site and Confirmation)	
Monitoring (Electronic)	
Graduation and Incentives	
Family Activities	
Quality of Life Dollars	
Totals	

*NOTE: Only Salaries, Wages, and Employee Benefits for Contracted personnel delivering Substance Abuse Treatment services are allowable.

Attachment A – Invoice

Contract between Wyoming Department of Health, Behavioral Health Division
and Laramie County Commissioners as Governing Body for the Laramie County Drug Court

**BUSINESS ASSOCIATE AGREEMENT BETWEEN
WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION AND
LARAMIE COUNTY COMMISSIONERS AS GOVERNING BODY FOR THE
LARAMIE COUNTY DRUG COURT**

1. **Parties.** The parties to this Business Associate Agreement (Agreement) are Wyoming Department of Health, Behavioral Health Division, whose address is: 122 West 25th Street, Herschler Building 2 West, Suite B, Cheyenne, Wyoming 82002 (Covered Entity), and Laramie County Commissioners as Governing Body for the Laramie County Drug Court, whose address is: 309 West 20th, Cheyenne, Wyoming 82001 (Business Associate). In this Agreement, Covered Entity and Business Associate are each a “party” and, collectively, are the “parties.”

2. **Purpose of Agreement.** This Agreement seeks to ensure the privacy and security and transmission of protected health information as required by 45 CFR Parts 160, 162, and 164, as well as more stringent applicable Wyoming state law.

3. **Definitions.**
 - A. **Catch-all definitions.** The following terms used in this Agreement shall have the same meaning as those terms in the Health Insurance Portability and Accountability Act (HIPAA) Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

 - B. **Specific definitions.**
 - (i) **Business Associate.** “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean Laramie County Commissioners as Governing Body for the Laramie County Drug Court.

 - (ii) **Covered Entity.** “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean Wyoming Department of Health, Behavioral Health Division.

 - (iii) **HIPAA Rules.** “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164. For purposes of this Agreement, the term also includes applicable Wyoming state law that is more stringent pursuant to 45 CFR § 160.203, as relevant, including, but not limited to, Wyo. Stats. §§ 9-2-125, 9-2-126, 35-4-132, 42-4-112, and other state statutes and rules respecting the privacy of individuals.

4. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). Once this Agreement becomes effective, it shall remain effective until it is terminated under the terms of this Agreement or on the date the Covered Entity terminates as authorized in Subsection D of Section 8, whichever is sooner.
5. **Obligations and Activities of Business Associate.** Business Associate agrees to:
- A. Not use or disclose protected health information other than as permitted or required by this Agreement or as required by law.
 - B. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this Agreement.
 - C. Report to Covered Entity any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR § 164.410, and any security incident of which it becomes aware. The report of such use, disclosure, potential breach, or security incident to Covered Entity must be made within forty-eight (48) hours of discovery in writing by emailing the incident details to bhd.contracts@wyo.gov and wdh-hipaa@wyo.gov. Upon report, Business Associate shall comply with Covered Entity's requests for additional information, including completion of forms provided by Covered Entity. At Covered Entity's discretion, Business Associate shall handle the required breach notifications to individuals, the HHS Office for Civil Rights (OCR), and potentially the media, on behalf of Covered Entity, including covering the costs of such notifications.
 - D. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
 - E. Make available protected health information in a designated record set to the individual or the individual's designee as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.524. Business Associate shall require the individual or the individual's designee to submit access requests in writing. Business Associate shall respond to a written access request as soon as reasonably practicable, and in no circumstance later than thirty (30) calendar days.
 - F. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by Covered Entity pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.526. If Business Associate receives a request to amend protected health

information directly, Business Associate shall notify Covered Entity within three (3) business days.

- G.** Maintain and make available the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.528. Business Associate shall comply with Covered Entity's request for such information within seven (7) business days following Covered Entity's request. If Business Associate receives a request for an accounting of disclosures directly, Business Associate will notify Covered Entity within three (3) business days.
- H.** Comply with the requirements of Subpart E of 45 CFR Part 164 that apply to Covered Entity to the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E in the performance of such obligations.
- I.** Make its internal practices, books, and records available to the Secretary and Covered Entity for purposes of determining Business Associate and Covered Entity's compliance with the HIPAA Rules. Business Associate shall inform Covered Entity if Business Associate provides such information to the Secretary.
- J.** Conduct electronic transactions covered by 45 CFR Part 162 as a standard transaction, and ensure that any agents, including subcontractors, also process electronic transactions as required therein.
- K.** Provide notice within seven (7) business days of any event that triggers Business Associate's obligation to notify Covered Entity unless otherwise provided.

6. Permitted Uses and Disclosures by Business Associate.

- A.** Business Associate may only use or disclose protected health information as necessary to perform the services set forth in the Contract between the parties into which this Agreement is incorporated.
- B.** Business Associate may use or disclose protected health information as required by law.
- C.** Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.
- D.** Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth in Subsections E, F, or G of Section 6.

- E.** Business Associate may use protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- F.** Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate 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 Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- G.** Business Associate may provide data aggregation services relating to the health care operations of Covered Entity.
- H.** Business Associate is authorized to de-identify protected health information in accordance with 45 CFR §§ 164.514(a)-(c) in order to provide substance use disorder services as a sentencing alternative. Specifically, Business Associate agrees that all de-identification of data shall be in accordance with 45 CFR § 164.514(b)(2). Business Associate agrees to comply with Covered Entity's request to audit Business Associate's de-identification procedures. Such audits may include providing Covered Entity with copies of de-identified data, procedures for de-identification, and any additional justification, analysis, or assurances that may be related to the process of de-identification of data.

7. Responsibilities of Covered Entity. Covered Entity agrees to:

- A.** Notify Business Associate of any limitation in the notice of privacy practices of Covered Entity under 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
- B.** Notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes affect Business Associate's use or disclosure of protected health information.
- C.** Notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

- D. Not request Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity, except for data aggregation or management and administrative activities of Business Associate.

8. 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 the HIPAA Rules and any other applicable law.
- B. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.
- C. **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- D. **Termination.** This Agreement may be terminated by Covered Entity without cause upon fourteen (14) days written notice, by mutual assent of the parties, or by Covered Entity immediately for cause if Covered Entity determines Business Associate has violated a material term of this Agreement.
 - (i) **Obligations of Business Associate Upon Termination.** Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
 - (a) Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - (b) Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that Business Associate still maintains in any form;
 - (c) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in Paragraph (i), for as long as Business Associate retains the protected health information;
 - (d) Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same

conditions set out at Subsections E, F, G in Section 6 which applied prior to termination; and

- (e) Return to Covered Entity or, if agreed to by Covered Entity, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- (ii) Survival. The obligations of Business Associate under Paragraph (i) shall survive the termination of this Agreement.

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