

## **AMENDMENT TO MEMORANDUM OF UNDERSTANDING**

**Among**  
**MEMORIAL HOSPITAL OF LARAMIE COUNTY D/B/A CHEYENNE REGIONAL**  
**MEDICAL CENTER,**  
**CHEYENNE POLICE DEPARTMENT,**  
**LARAMIE COUNTY SHERIFF'S DEPARTMENT,**  
**LARAMIE COUNTY GOVERNMENT**  
**AND**  
**DR. CLAIR WHITE, UNIVERSITY OF WYOMING**

### **Regarding**

**ESTABLISHMENT AND IMPLEMENTATION OF A COMMUNITY-BASED LAW ENFORCEMENT AND BEHAVIORAL HEALTH CO-RESPONSE TO BEHAVIORAL HEALTH EMERGENCY PROGRAM WITHIN LARAMIE COUNTY**

1. **Parties:** THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into by and between, Memorial Hospital of Laramie County d/b/a Cheyenne Regional Medical Center, 214 E. 23<sup>rd</sup> Street, Cheyenne, Wyoming 82001 (hereinafter referred to as "CRMC"), the Cheyenne Police Department, 415 W. 18<sup>th</sup> Street, Cheyenne, Wyoming 82001 (hereinafter referred to as "CPD"), the Laramie County Sheriff's Department, 1910 Pioneer Avenue, Cheyenne, Wyoming 82001 (hereinafter referred to as "LCSD") and Dr. Clair White of the University of Wyoming, 1000 E. University Avenue, Laramie, Wyoming 82071.
2. **Purpose of Amendment:** This Amendment shall constitute the first Amendment to the MOU among Memorial Hospital of Laramie County d/b/a Cheyenne Regional Medical Center, Cheyenne Police Department, Laramie County Sheriff's Department, Laramie County Government and Dr. Clair Uding (White), University of Wyoming, which was duly executed on February 7, 2023. The original MOU outlined the establishment and implementation of a community based law enforcement and behavioral health co-response program within Laramie County.

The purpose of this Amendment is to modify the MOU contract number 230207-2 to extend the term from May 31, 2023 to May 31, 2024.

3. **Term of the Amendment:** This Amendment is effective June 1, 2023 and shall remain in full force and effect until May 31, 2024 unless terminated at an earlier date pursuant to the provisions of this MOU or the Business Associate Agreement, or pursuant to federal or state statute, rule or regulation. Extension of the term may occur in writing with the consent of all parties.

4. **Payment:** No additional payment shall be made to any party by any other party because of this Amendment. Payments shall occur in accordance with the federal initiative ALN 93.391.

5. **Additional Responsibilities of CRMC:**

CRMC shall not take on any additional duties as a result of this Amendment.

6. **Responsibilities of Laramie County:**

County shall not take on any additional duties as a result of this Amendment.

7. **Responsibilities of CPD:**

CPD shall not take on any additional duties as a result of this Amendment.

8. **Responsibilities of LCSD:**

LCSD shall not take on any additional duties as a result of this Amendment.

9. **Responsibilities of Dr. Clair Uding (White):**

Dr. Clair Uding (White) shall not take on any additional duties as a result of this Amendment.

10. **Special Provisions:**

A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the MOU shall remain unchanged and in full force and effect.

**11. General Provisions:**

**A. Entirety of MOU Amendment.** This Amendment, consisting of 5 pages, original MOU consisting of 11 pages (13 pages as executed) represent the entire and integrated MOU between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

***The remainder of this page intentionally left blank.***

AMENDMENT TO MEMORANDUM OF UNDERSTANDING

Among  
CHEYENNE REGIONAL MEDICAL CENTER,  
CHEYENNE POLICE DEPARTMENT,  
LARAMIE COUNTY SHERIFF'S DEPARTMENT,  
LARAMIE COUNTY GOVERNMENT  
AND  
DR. CLAIR WHITE, UNIVERSITY OF WYOMING

Signature Page

Laramie County, Wyoming (for LCSD & Laramie County)

By: \_\_\_\_\_  
Chairman, Laramie County Commissioners


\_\_\_\_\_  
Date

ATTEST:

By: \_\_\_\_\_  
Laramie County Clerk

\_\_\_\_\_  
Date


Memorial Hospital of Laramie County d/b/a Cheyenne Regional Medical Center

By:  \_\_\_\_\_  
Tim Thornell, Chief Executive Officer

July 27, 2023 | 11:45 AM MDT

\_\_\_\_\_  
Date

City of Cheyenne, Wyoming (for CPD)

By:  \_\_\_\_\_  
Mayor, City of Cheyenne

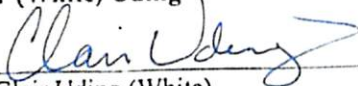
7-11-23  
Date

ATTEST:

By:  \_\_\_\_\_  
Kristina F. Jones, City Clerk

7-11-23  
Date

Dr. Clair (White) Uding

By:  \_\_\_\_\_  
Dr. Clair Uding (White)

7/20/23  
Date

This MOU is effective the date of the last signature affixed to this page.

**REVIEWED AND APPROVED AS TO FORM ONLY:**

By:     *L. L. Wheeler*      
Laramie County Attorney's Office

    8.4.23      
Date

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**MEMORIAL HOSPITAL OF LARAMIE COUNTY D/B/A CHEYENNE REGIONAL**  
**MEDICAL CENTER,**  
**CHEYENNE POLICE DEPARTMENT,**  
**LARAMIE COUNTY SHERIFF'S DEPARTMENT,**  
**LARAMIE COUNTY, WYOMING AND**  
**DR. CLAIR WHITE, UNIVERSITY OF WYOMING**

**Regarding**  
**ESTABLISHMENT AND IMPLEMENTATION OF A COMMUNITY-BASED LAW**  
**ENFORCEMENT AND BEHAVIORAL HEALTH CO-RESPONSE TO BEHAVIORAL**  
**HEALTH EMERGENCY CALLS WITHIN LARAMIE COUNTY**

1. **Parties:** THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into by and between, Memorial Hospital of Laramie County d/b/a Cheyenne Regional Medical Center, 214 E. 23<sup>rd</sup> Street, Cheyenne, Wyoming 82001 (hereinafter referred to as "CRMC"), the Cheyenne Police Department, 415 W. 18<sup>th</sup> Street, Cheyenne, Wyoming 82001 (hereinafter referred to as "CPD"), the Laramie County Sheriff's Department, 1910 Pioneer Avenue, Cheyenne, Wyoming 82001 (hereinafter referred to as "LCSD"), Laramie County, Wyoming, 310 W. 19<sup>th</sup> Street, Cheyenne, WY 82001 (hereinafter referred to as "Laramie County") and Dr. Clair White of the University of Wyoming, 1000 E. University Avenue, Laramie, Wyoming 82071 (hereinafter referred to as "Dr. White"), each is a "Party" and, collectively, are the "Parties".

2. **Purpose:** The Parties recognize that behavioral health emergency calls occurring in Laramie County could be best handled by the coordinated response of law enforcement and a mental health professional. To that end, Laramie County is implementing a program where law enforcement officers and mental health professionals will work a special duty assignment together responding to emergency calls with a mental health nexus, hoping to reduce the number of

230207-2

APPROVED as to form only:  
By Stefanie Boster at 7:37 pm, Dec 19 2022

City Contract #7663

**MEMORANDUM OF UNDERSTANDING**

between

**MEMORIAL HOSPITAL OF LARAMIE COUNTY D/B/A CHEYENNE REGIONAL  
MEDICAL CENTER,  
CHEYENNE POLICE DEPARTMENT,  
LARAMIE COUNTY SHERIFF'S DEPARTMENT,  
LARAMIE COUNTY, WYOMING AND  
DR. CLAIR WHITE, UNIVERSITY OF WYOMING**

Regarding

**ESTABLISHMENT AND IMPLEMENTATION OF A COMMUNITY-BASED LAW  
ENFORCEMENT AND BEHAVIORAL HEALTH CO-RESPONSE TO BEHAVIORAL  
HEALTH EMERGENCY CALLS WITHIN LARAMIE COUNTY**

1. **Parties:** THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into by and between, Memorial Hospital of Laramie County d/b/a Cheyenne Regional Medical Center, 214 E. 23<sup>rd</sup> Street, Cheyenne, Wyoming 82001 (hereinafter referred to as "CRMC"), the Cheyenne Police Department, 415 W. 18<sup>th</sup> Street, Cheyenne, Wyoming 82001 (hereinafter referred to as "CPD"), the Laramie County Sheriff's Department, 1910 Pioneer Avenue, Cheyenne, Wyoming 82001 (hereinafter referred to as "LCSD"), Laramie County, Wyoming, 310 W. 19th Street, Cheyenne, WY 82001 (hereinafter referred to as "Laramie County") and Dr. Clair White of the University of Wyoming, 1000 E. University Avenue, Laramie, Wyoming 82071 (hereinafter referred to as "Dr. White"), each is a "Party" and, collectively, are the "Parties".
2. **Purpose:** The Parties recognize that behavioral health emergency calls occurring in Laramie County could be best handled by the coordinated response of law enforcement and a mental health professional. To that end, Laramie County is implementing a program where law enforcement officers and mental health professionals will work a special duty assignment together responding to emergency calls with a mental health nexus, hoping to reduce the number of

emergency detentions, reduce costs and time associated with mental health calls and help residents in crisis access appropriate resources. To meet these goals, this MOU will set forth the details of the program, a means for the Parties to share medical and/or mental health information, administration and reporting requirements and any other necessary details. Funding for this initiative is through federal grant ALN 93.391.

3. **Term:** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the Parties to this MOU and shall remain in full force and effect until May 31, 2023 unless terminated at an earlier date pursuant to the provisions of this MOU, the Business Associate Agreement (“BAA”), or federal or state statute, rule or regulation. Extension of the term may occur in writing with the consent of all Parties.

4. **Payment:** No payment shall be made to any Party by any other Party because of this MOU. Payments shall occur in accordance with the federal grant ALN 93.391.

5. **Responsibilities of CRMC:**

- A. CRMC shall provide mental health personnel (“Clinicians”) consisting of one full-time and one part-time staff member. CRMC shall also offer overtime hours for current Clinicians wishing to participate in this program up to the maximum amount permitted by the grant.
- B. Clinicians shall have the following dedicated equipment for the program: cellular telephones and service, laptops and accessories, and access to internet.
- C. While participating in this program, Clinicians agree to provide and/or receive necessary and relevant medical and/or mental health information and assistance to law enforcement, on a case-by-case basis. Clinicians will respond to calls accompanied by a member of the CPD or LCSD. If a member of law enforcement



is unavailable, the Clinician may be stationed at dispatch to assist in diversion of mental health calls. Clinicians will defer to law enforcement regarding the ultimate course of action on mental health related calls. Clinicians will follow all directives of law enforcement during calls to ensure their safety and well-being.

- D. Clinicians will be required to complete a safety training program developed by CPD and/or LCSD.
- E. Clinicians agree that the information learned while on these calls may be confidential due to the medical or criminal nature and agree not to disclose information learned during the program with individuals outside the program.
- F. Clinicians will sign a waiver absolving law enforcement agencies of liability for injuries sustained by Clinicians because of their participation in the program.
- G. Clinicians will ensure that required reporting of calls in their system in compliance with CRMC policies and procedures and any necessary grant reporting requirements.
- H. Clinicians will act in a cooperative, collaborative, and confidential manner in accordance with all existing federal, state, and local laws and regulations.

6. **Responsibilities of Laramie County:**

- A. Laramie County will disburse grant funds in accordance with the grant application and award to each of the subrecipient agencies as follows:
  - i. Provide funding to CRMC for one full-time behavioral health professional's salary and benefits not to exceed \$80,600;
  - ii. Provide funding to CRMC for one part-time behavioral health professional's salary and benefits not to exceed \$40,300;

- iii. Provide overtime funding to CRMC for behavioral health staff who participate in this program not to exceed \$54,600;
- iv. Provide cell phones and service for CRMC staff not to exceed \$3,250;
- v. Provide laptops to CRMC staff not to exceed \$2,500;
- vi. Provide printing costs to CRMC staff not to exceed \$1,500;
- vii. Provide overtime funding for CPD officers who participate in the program not to exceed \$52,000;
- viii. Provide overtime funding for LCSD deputies who participate in the program not to exceed \$48,800;
- ix. Provide payment to Dr. White for evaluation services not to exceed \$30,250.

B. Provide ongoing technical assistance and support the success of the project.

C. Assess progress, milestones and reporting.

7. **Responsibilities of CPD:**

- A. CPD shall offer overtime hours for those current staff wishing to participate in this program up to the maximum amount permitted by the grant.
- B. Officers wishing to participate in the program must first attend the mental health co-response training/orientation.
- C. Officers will be aware of potential threats to themselves and the Clinicians and take appropriate steps to ensure the safety of each.
- D. Officers will not introduce the Clinician into any actively violent situation. Clinicians will be placed in a safe location before proceeding to such a call for service.

- E. In the event an emergency detention is necessary, officers will proceed in accordance with current protocols.
- F. While officers will receive input and guidance from the Clinician, the ultimate course of action on mental health calls will be made by law enforcement.
- G. CPD will act in a cooperative, collaborative, and confidential manner in accordance with all existing federal, state, and local laws and regulations relative to any medical and/or mental health information received while participating in this program.
- H. CPD will comply with any subrecipient reporting requirements under this grant.

8. **Responsibilities of LCSD:**

- A. LCSD shall offer overtime hours for those current staff wishing to participate in this program up to the maximum amount permitted by the grant.
- B. Deputies wishing to participate in the program must first attend the mental health co-response training/orientation.
- C. Deputies will be aware of potential threats to themselves and the Clinicians and take appropriate steps to ensure the safety of each.
- D. Deputies will not introduce the Clinician into any actively violent situation. Clinicians will be placed in a safe location before proceeding to such a call for service.
- E. In the event an emergency detention is necessary, deputies will proceed in accordance with current protocols.
- F. While deputies will receive input and guidance from the Clinician, the ultimate course of action on mental health calls will be made by law enforcement.

G. LCSD will act in a cooperative, collaborative, and confidential manner in accordance with all existing federal, state, and local laws and regulations relative to any medical and/or mental health information received while participating in this program.

H. LCSD will comply with any subrecipient reporting requirements under this grant.

9. **Responsibilities of Dr. White:**

A. Dr. White will provide expertise on program development based on current research and best practices in alternative responses to mental health crisis.

B. Dr. White will conduct process and outcome evaluations on the program.

10. **Confidentiality**

A. The Parties and their employees and affiliates shall maintain the confidentiality of all patients and/or individual parties in accordance with all applicable state and federal laws and regulations regarding the confidentiality of such information. The Parties shall not divulge such confidential information to any third parties without the patient's or party's prior written consent, except, as to patients, unless required by law or as necessary to treat such patient. CRMC shall not disclose protected health information to the Parties under this agreement unless a valid HIPAA release has been signed by the patient authorizing the disclosure. Similarly, the other Parties shall not request protected health information unless a valid HIPAA release has been signed by the patient.

B. The Parties shall comply with all requirements established by HIPAA regarding safeguarding and protecting individually identifiable health information from unauthorized disclosure, including any patient's individually identifiable health information. The Parties agree to amend this MOU as required to comply with HIPAA, and to protect any individually identifiable

health information that any Party accesses while performing under this MOU. The Parties shall ensure that their respective employees, agents, and contractors are aware of and shall comply with the aforementioned obligations.

C. The Parties agree to enter into a separate BAA to allow for the necessary sharing of medical and mental health information under HIPPA.

11. **General Provisions.**

A. **Entire Agreement:** This MOU, consisting of 11 pages and the BAA consisting of 9 pages, represents the entire and integrated MOU between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

B. **Amendments:** Any Party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the Parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOU.

C. **Assignment:** Neither this MOU, nor any rights or obligations hereunder shall be assigned or delegated by any Party without the prior written consent of all other Parties.

D. **Termination:** This MOU may be terminated (a) by any Party at any time for failure of any other Party to comply with the terms and conditions of this MOU and the BAA; (b) without cause, by any Party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail; or (c) upon mutual written agreement by all Parties.

E. **Invalidity:** If any provision of this MOU is held invalid or unenforceable by any court of competent jurisdiction, or if any Party is advised of any such actual or potential invalidity or inability to enforce, such holding, or advice shall not invalidate or render unenforceable any

other provision hereof. It is the express intent of the Parties that the provisions of this MOU are fully severable.

F. Applicable Law and Venue: The Parties mutually understand and agree this MOU shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the Parties from or concerning this MOU or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the state of Wyoming, First Judicial District, sitting in Cheyenne, Wyoming. The foregoing provision of this paragraph are agreed by the Parties to be a material inducement in executing this MOU. This provision is not intended, nor shall it be construed to waive CRMC's, LCSD's, CPD's and Laramie County's governmental immunity as provided in this MOU.

G. Discrimination: All Parties agree they will not discriminate against any person who performs work under the terms and conditions of this MOU because of race, color, gender, creed, handicapping condition, or national origin.

H. ADA Compliance: All Parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C § 12101, *et seq.*, as amended, and/or any properly promulgated rules and regulations relating thereto.

I. Governmental/Sovereign Immunity: LCSD, CPD, Laramie County and CRMC do not waive their governmental immunity by entering this MOU, and fully retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

J. Indemnification: Each Party to this agreement shall be responsible for any liability arising from its own conduct. Neither Party agrees to insure, defend or indemnify the other.

K. **Third Parties:** The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the Parties to the MOU and shall inure solely to the benefit of the Parties to this MOU.

L. **Force Majeure:** No Party shall be liable to perform under this MOU if such failure arises out of causes beyond control, and without the fault or the negligence of said Party. Such causes may include, but are not limited to, Acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargos, and unusually severe weather. In any case, however, a failure to perform must be beyond the control and without the fault or the negligence of said Party.

M. **Notices:** All notices required and permitted under this MOU and the BAA shall be provided at the earliest time possible but in no event less than fourteen (14) days prior to the action, change or other matter requested. In addition, all notices required and permitted under this MOU shall be deemed to have been given, when deposited in the U.S. Mail, properly stamped and addressed to the Party for whom intended at such Parties' address listed herein, or when personally delivered personally to such Party. A Party may change its address for notice hereunder by giving written notice to the other Parties.

N. **Compliance with Laws:** All Parties shall comply with all applicable laws, statutes, regulations, and ordinances, whether Federal, State or Local.

O. **Severability:** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either Party may renegotiate the terms affected by the severance.

P. Certification about Status with Government Health Programs. LCSD, CPD, Laramie County and CRMC certify individually that it, and its employees and/or agents (“Related Persons”) (a) are not now debarred and have never been, excluded or otherwise ineligible for participation in any government health care program(s); (b) have not been convicted of a felony offense in the immediately preceding seven (7) years; and (c) are not now subject to, and have no reason to believe that they are subject to, any specific investigation for violation of federal, state, or local criminal or civil law or regulation. Any Party shall report in writing to the other Parties immediately if it becomes aware of such action, investigation, or effort to debar or exclude it, or any related person, from any government health care program. Failure to disclose any relevant information regarding these matters is grounds for immediate termination of this contract with cause at the sole discretion of the other Parties.

Q. Signatures: In witness whereof, the Parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

*The remainder of this page intentionally left blank.*



**MEMORANDUM OF UNDERSTANDING**  
Among  
**CHEYENNE REGIONAL MEDICAL CENTER,**  
**CHEYENNE POLICE DEPARTMENT,**  
**LARAMIE COUNTY SHERIFF'S DEPARTMENT,**  
**LARAMIE COUNTY GOVERNMENT**  
AND  
**DR. CLAIR WHITE, UNIVERSITY OF WYOMING**

**Signature Page**

**Laramie County, Wyoming (for LCSD & Laramie County)**

By: [Signature]  
Chairman, Laramie County Commissioners

Feb 7, 2023  
Date

**ATTEST:**

By: [Signature]  
Laramie County Clerk

Feb 7, 2023  
Date

**Memorial Hospital of Laramie County d/b/a Cheyenne Regional Medical Center**

By: [Signature]  
Tim Thornell, Chief Executive Officer

12/9/2022 | 12:11:30 MST  
Date

**City of Cheyenne, Wyoming (for CPD)**

By: [Signature]  
Mayor, City of Cheyenne

1/11/23  
Date

Attest SEAL [Signature] Kristina F. Jones, City Clerk

**Dr. Clair White**

By: [Signature]  
Dr. Clair White

12/12/2022  
Date

This MOU is effective the date of the last signature affixed to this page.

**REVIEWED AND APPROVED AS TO FORM ONLY:**

By: [Signature]  
Laramie County Attorney's Office

Date 1-17-23

**MEMORANDUM OF UNDERSTANDING**  
**Among**  
**CHEYENNE REGIONAL MEDICAL CENTER,**  
**CHEYENNE POLICE DEPARTMENT,**  
**LARAMIE COUNTY SHERIFF'S DEPARTMENT,**  
**LARAMIE COUNTY GOVERNMENT**  
**AND**  
**DR. CLAIR WHITE, UNIVERSITY OF WYOMING**

**Signature Page**


**Laramie County, Wyoming (for LCSD & Laramie County)**

By: \_\_\_\_\_  
Chairman, Laramie County Commissioners Date \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Laramie County Clerk Date \_\_\_\_\_

**Memorial Hospital of Laramie County d/b/a Cheyenne Regional Medical Center**

By: DocuSigned by:  
 12/9/2022 | 12:11:30 MST  
~~Tim Thornell~~, Chief Executive Officer Date \_\_\_\_\_

**City of Cheyenne, Wyoming (for CPD)**

By: \_\_\_\_\_  
Mayor, City of Cheyenne Date \_\_\_\_\_

**Dr. Clair White**

By: \_\_\_\_\_  
Dr. Clair White Date \_\_\_\_\_

This MOU is effective the date of the last signature affixed to this page.

**REVIEWED AND APPROVED AS TO FORM ONLY:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Laramie County Attorney's Office

230502-15

APPROVED as to form only:  
By Stefanie Boster at 4:18 pm, Mar 17 2023

CITY CONTRACT #7729

**BUSINESS ASSOCIATE AGREEMENT –  
BEHAVIORAL HEALTH CO-  
RESPONSE PROJECT**

This BUSINESS ASSOCIATE AGREEMENT (the “BAA”) is made and entered into by and between MEMORIAL HOSPITAL OF LARAMIE COUNTY D/B/A CHEYENNE REGIONAL MEDICAL CENTER, a corporation organized under the laws of Wyoming (“Covered Entity”) and the CHEYENNE POLICE DEPARTMENT, LARAMIE COUNTY SHERIFF’S DEPARTMENT, CHEYENNE FIRE AND RESCUE, LARAMIE COUNTY, WYOMING AND DR. CLAIR WHITE, (individually a “Business Associate” and collectively “Business Associates”, in accordance with the meaning given to those terms at 45 CFR §164.501). In this BAA, Covered Entity and each Business Associate is a “Party” and, collectively, are the “Parties”.

**BACKGROUND**

1. Covered Entity is either a “covered entity” or “business associate” of a covered entity as each are defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended by the HITECH Act (as defined below) and the related regulations promulgated by HHS (as defined below) (collectively, “HIPAA”) and, as such, is required to comply with HIPAA’s provisions regarding the confidentiality and privacy of Protected Health Information (as defined below);
2. The Parties have entered into or will enter into one or more agreements under which Business Associates provide or will provide certain specified services to Covered Entity (collectively, the “Agreement”);
3. In providing services pursuant to the Agreement, Business Associates will have access to Protected Health Information.
4. By providing the services pursuant to the Agreement, Business Associates will become a “business associate” of the Covered Entity as such term is defined under HIPAA;
5. All Parties are committed to complying with all federal and state laws governing the confidentiality and privacy of health information, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Part 160 and Part 164, Subparts A and E (collectively, the “Privacy Rule”); and
6. All Parties intend to protect the privacy and provide for the security of Protected Health Information disclosed to Business Associates pursuant to the terms of this Agreement, HIPAA and other applicable laws.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein and the continued provision of PHI by Covered Entity to Business Associates under the Agreement in reliance on this BAA, the Parties agree as follows:

1. **Definitions.** For purposes of this BAA, the Parties give the following meaning to each of the terms in this Section 1 below. Any capitalized term used in this BAA, but not otherwise defined, has the meaning given to that term in the Privacy Rule or pertinent law.
- A. **"Affiliate"** means a subsidiary or affiliate of Covered Entity that is, or has been, considered a covered entity, as defined by HIPAA.
  - B. **"Breach"** means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI, as defined in 45 CFR §164.402.
  - C. **"Breach Notification Rule"** means the portion of HIPAA set forth in Subpart D of 45 CFR Part 164.
  - D. **"Data Aggregation"** means, with respect to PHI created or received by Business Associate in its capacity as the "business associate" under HIPAA of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a business associate of one or more other "covered entity" under HIPAA, to permit data analyses that relate to the Health Care Operations (defined below) of the respective covered entities. The meaning of "data aggregation" in this BAA shall be consistent with the meaning given to that term in the Privacy Rule.
  - E. **"Designated Record Set"** has the meaning given to such term under the Privacy Rule, including 45 CFR §164.501.
  - F. **"De-Identify"** means to alter the PHI such that the resulting information meets the requirements described in 45 CFR §§164.514(a) and (b).
  - G. **"Electronic PHI"** means any PHI maintained in or transmitted by electronic media as defined in 45 CFR §160.103.
  - H. **"Health Care Operations"** has the meaning given to that term in 45 CFR §164.501.
  - I. **"HHS"** means the U.S. Department of Health and Human Services.
  - J. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.
  - K. **"Individual"** has the same meaning given to that term in 45 CFR §160.130 and includes a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
  - L. **"Privacy Rule"** means that portion of HIPAA set forth in 45 CFR Part 160 and Part 164, Subparts A and E.

- M. **“Protected Health Information” or “PHI”** has the meaning given to the term “protected health information” in 45 CFR §§ 164.501 and 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- N. **“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. **“Security Rule”** means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 & Part 164, Subparts A and C.
- P. **“Unsecured Protected Health Information” or “Unsecured PHI”** means any “protected health information” as defined in 45 CFR § 160.103 that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the HHS Secretary in the guidance issued pursuant to the HITECH Act and codified at 42 USC § 17932(h).

2. **Use and Disclosure of PHI.**

A. Except as otherwise provided in this BAA, Business Associate may use or disclose PHI as reasonably necessary to provide the services described in the Associated Agreement to Covered Entity, and to undertake other activities of Business Associate permitted or required of Business Associate by this BAA or as required by law.

B. Except as otherwise limited by this BAA or federal or state law, Covered Entity authorizes Business Associate to use the PHI in its possession for the proper management and administration of Business Associate’s business and to carry out its legal responsibilities. Business Associate may disclose PHI for its proper management and administration, provided that (i) the disclosures are required by law; or (ii) Business Associate obtains, in writing, prior to making any disclosure to a third party (a) reasonable assurances from this third party that the PHI will be held confidential as provided under this BAA and used or further disclosed only as required by law or for the purpose for which it was disclosed to this third party and (b) an agreement from this third party to notify Business Associate immediately of any breaches of the confidentiality of the PHI, to the extent it has knowledge of the breach.

C. Business Associate will not use or disclose PHI in a manner other than as provided in this BAA, as permitted under the Privacy Rule, or as required by law. Business Associate will use or disclose PHI, to the extent practicable, as a limited data set or limited to the minimum necessary amount of PHI to carry out the intended purpose of the use or disclosure, in accordance with Section 13405(b) of the HITECH Act (codified at 42 USC § 17935(b)) and any of the act’s implementing regulations adopted by HHS, for each use or disclosure of PHI.

D. Upon request, Business Associate will make available to Covered Entity any of Covered Entity’s PHI that Business Associate or any of its agents or subcontractors have in their possession.

E. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

3. **Safeguards Against Misuse of PHI.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as provided by the Agreement or this BAA and Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate agrees to take reasonable steps, including providing adequate training to its employees to ensure compliance with this BAA and to ensure that the actions or omissions of its employees or agents do not cause Business Associate to breach the terms of this BAA.

4. **Reporting Disclosures of PHI and Security Incidents.** Business Associate will report to Covered Entity in writing any use or disclosure of PHI not provided for by this BAA of which it becomes aware and Business Associate agrees to report to Covered Entity any Security Incident affecting Electronic PHI of Covered Entity of which it becomes aware. Business Associate agrees to report any such event within five (5) business days of becoming aware of the event.

5. **Reporting Breaches of Unsecured PHI.** Business Associate will notify Covered Entity in writing promptly upon the discovery of any Breach of Unsecured PHI in accordance with the requirements set forth in 45 CFR §164.410, but in no case later than 30 calendar days after discovery of a Breach. Business Associate will reimburse Covered Entity for any costs incurred by it in complying with the requirements of Subpart D of 45 CFR §164 that are imposed on Covered Entity as a result of a Breach committed by Business Associate. Business Associate shall reasonably cooperate with and provide information to Covered Entity about the Breach of Unsecured PHI in accordance with the Breach Notification Rule, where applicable. In the event of a breach, Business Associate shall provide Covered Entity with identifying the extent of the breach, the specific materials disclosed or accessed, the individuals affected by the breach, and any other matter reasonably requested by Covered Entity. In addition, in the event that information is disclosed or accessed that may subject one or more individuals to a more than minimal risk of identity theft, Business Associate shall provide such individuals with at least a one (1) year subscription to a credit monitoring service, where practicable and the limitation of liability provisions of this Agreement shall not apply.

6. **Mitigation of Disclosures of PHI.** Business Associate will take reasonable measures to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any use or disclosure of PHI by Business Associate or its agents or subcontractors in violation of the requirements of this BAA.

7. **Agreements with Agents or Subcontractors.** Business Associate will ensure that any of its agents or subcontractors that have access to, or to which Business Associate provides, PHI agree in writing to the restrictions and conditions concerning uses and disclosures of PHI contained in this BAA and agree to implement reasonable and appropriate safeguards to protect any PHI that it creates, receives, maintains or transmits on behalf of Business Associate or, through the Business Associate, Covered Entity. Business Associate shall notify Covered Entity, or upstream Business Associate, of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section I.M. of this BAA. Such notification shall occur within thirty (30) calendar days of the execution of the subcontract by placement of such notice on the Business Associate's primary website. Business Associate shall ensure that all subcontracts and agreements provide the same level of privacy and security as this BAA.

8. **Audit Report.** Upon request, Business Associate will provide Covered Entity, or upstream Business Associate, with a copy of its most recent independent HIPAA compliance report (AT-C 315), HITRUST certification or other mutually agreed upon independent standards based third party audit report. Covered Entity agrees not to re-disclose Business Associate's audit report.

9. **Access to PHI by Individuals.**

A. Upon request, Business Associate agrees to furnish Covered Entity with copies of the PHI maintained by Business Associate in a Designated Record Set in the time and manner designated by Covered Entity to enable Covered Entity to respond to an Individual's request for access to PHI under 45 CFR §164.524.

B. In the event any Individual or personal representative requests access to the Individual's PHI directly from Business Associate, Business Associate within ten (10) business days, will forward that request to Covered Entity. Any disclosure of, or decision not to disclose, the PHI requested by an Individual or a personal representative and compliance with the requirements applicable to an Individual's right to obtain access to PHI shall be the sole responsibility of Covered Entity.

10. **Amendment of PHI.**

A. Upon request and instruction from Covered Entity, Business Associate will amend PHI or a record about an Individual in a Designated Record Set that is maintained by, or otherwise within the possession of, Business Associate as directed by Covered Entity in accordance with procedures established by 45 CFR §164.526. Any request by Covered Entity to amend such information will be completed by Business Associate within fifteen (15) business days of Covered Entity's request.

B. In the event that any Individual requests that Business Associate amend such Individual's PHI or record in a Designated Record Set, Business Associate within ten (10) business days will forward this request to Covered Entity. Any amendment of, or decision not to amend, the PHI or record as requested by an Individual and compliance with the requirements applicable to an Individual's right to request an amendment of PHI will be the sole responsibility of Covered Entity.

11. **Accounting of Disclosures.**

A. Business Associate will document any disclosures of PHI made by it to account for such disclosures as required by 45 CFR §164.528(a). Business Associate also will make available information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures in accordance with 45 CFR §164.528. At a minimum, Business Associate will furnish Covered Entity the following with respect to any covered disclosures by Business Associate: (i) the date of disclosure of PHI; (ii) the name of the entity or person who received PHI, and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure which includes the basis for such disclosure.

B. Business Associate will furnish to Covered Entity information collected in accordance with this Section 11, within ten (10) business days after written request by Covered Entity, to permit Covered Entity to make an accounting of disclosures as required by 45 CFR §164.528, or in the event that Covered Entity elects to provide an Individual with a list of its business associates, Business Associate will provide an accounting of its disclosures of PHI upon request of the Individual, if and to the extent that such accounting is required under the HITECH Act or under HHS regulations adopted in connection with the HITECH Act.

C. In the event an Individual delivers the initial request for an accounting directly to Business Associate, Business Associate will within ten (10) business days forward such request to Covered Entity.

12. **Availability of Books and Records.** Business Associate will make available its internal practices, books, agreements, records, and policies and procedures relating to the use and disclosure of PHI, upon request, to the Secretary of HHS for purposes of determining Covered Entity's and Business Associate's compliance with HIPAA, and this BAA.

13. **Responsibilities of Covered Entity.** With regard to the use and/or disclosure of Protected Health Information by Business Associate, Covered Entity agrees to:

A. Notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

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 may affect Business Associate's use or disclosure of PHI.

C. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

D. Except for data aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

14. **Data Ownership.** Business Associate's data stewardship does not confer data ownership rights on Business Associate with respect to any data shared with it under the Agreement, including any and all forms thereof.

15. **Term and Termination.**

A. This BAA will become effective on the date of the last signature affixed to this document and will continue in effect until all obligations of the Parties have been met under the accompanying Agreement and under this BAA.

B. Covered Entity may terminate immediately this BAA, the Agreement, and any other related agreements if Covered Entity makes a determination that Business Associate has breached a material term of this BAA and Business Associate has failed to cure that material breach, to Covered Entity's reasonable satisfaction, within thirty (30) days after written notice from Covered Entity. Covered Entity may report the problem to the Secretary of HHS if termination is not feasible.

C. If Business Associate determines that Covered Entity has breached a material term of this BAA, then Business Associate will provide Covered Entity with written notice of the existence of the breach and shall provide Covered Entity with thirty (30) days to cure the breach. Covered Entity's failure to cure the breach within the 30-day period will be grounds for immediate termination of the Agreement and this BAA by Business Associate. Business Associate may report the breach to HHS.



D. Upon termination of the Agreement or this BAA for any reason, all PHI maintained by Business Associate will be returned to Covered Entity or destroyed by Business Associate. Business Associate will not retain any copies of such information. This provision will apply to PHI in the possession of Business Associate's agents and subcontractors. If return or destruction of the PHI is not feasible, in Business Associate's reasonable judgment, Business Associate will furnish Covered Entity with notification, in writing, of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of the PHI is infeasible, Business Associate will extend the protections of this BAA to such information for as long as Business Associate retains such information and will limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible. The Parties understand that this Section 15.D. will survive any termination of this BAA.

16. **Effect of BAA.**

A. This BAA is a part of and subject to the terms of the accompanying Agreement, except that to the extent any terms of this BAA conflict with any term of the Agreement, the terms of this BAA will govern.

B. Except as expressly stated in this BAA or as provided by law, this BAA will not create any rights in favor of any third party.

17. **Regulatory References.** A reference in this BAA to a section in HIPAA means the section as in effect or as amended at the time.

18. **Notices.** All notices, requests and demands or other communications to be given under this BAA to a Party will be made via either first class mail, registered or certified or express courier, or electronic mail to the Party's address given below:

COVERED ENTITY	BUSINESS ASSOCIATES
Cheyenne Regional Medical Center 214 E. 23 <sup>rd</sup> Street Cheyenne, WY 82001	Cheyenne Police Department 415 W. 18 <sup>th</sup> Street Cheyenne, WY 82001
	Laramie County Sheriff's Department 1910 Pioneer Avenue Cheyenne, WY 82001
	Dr. Clair White University of Wyoming 1000 E. University Avenue Laramie, WY 82071
	Cheyenne Fire & Rescue 2101 O'Neil Avenue Cheyenne, WY 82001

19. **Amendments and Waiver.** This BAA may not be modified, nor will any provision be waived or amended, except in writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

20. **HITECH Act Compliance.** The Parties acknowledge that the HITECH Act includes significant changes to the Privacy Rule and the Security Rule. The privacy subtitle of the HITECH Act sets forth provisions that significantly change the requirements for business associates and the agreements between business associates and covered entities under HIPAA and these changes may be further clarified in forthcoming regulations and guidance. Each Party agrees to comply with the applicable provisions of the HITECH Act and any HHS regulations issued with respect to the HITECH Act. The Parties also agree to negotiate in good faith to modify this BAA as reasonably necessary to comply with the HITECH Act and its regulations as they become effective but, in the event that the Parties are unable to reach agreement on such a modification, either Party will have the right to terminate this BAA upon thirty (30) days prior written notice to the other Party.

*The remainder of this page intentionally left blank.*

**BUSINESS ASSOCIATE AGREEMENT -  
BEHAVIORAL HEALTH CO-RESPONSE  
PROJECT**

**Signature Page**

Laramie County, Wyoming (for LCSD and Laramie County)

By: [Signature]  
Chairman, Laramie County Commissioners

May 2, 2023  
Date

ATTEST:

By: [Signature]  
Laramie County Clerk

May 2, 2023  
Date

Memorial Hospital of Laramie County d/b/a Cheyenne Regional Medical Center

By: \_\_\_\_\_  
Tim Thornell, Chief Executive Officer

April 13, 2023 | 8:39 AM MDT  
Date

City of Cheyenne, Wyoming (for CPD and Cheyenne Fire & Rescue)

By: [Signature]  
Mayor, City of Cheyenne

4-11-23  
Date

ATTEST:

By: [Signature]  
Clerk, City of Cheyenne

4-11-23  
Date

Dr. Clair White

By: [Signature]  
Dr. Clair White

4/17/2023  
Date

This BAA is effective the date of the last signature affixed to this page.

**REVIEWED AND APPROVED AS TO FORM ONLY:**

By: [Signature]  
Laramie County Attorney's Office

4.19.23  
Date

**BUSINESS ASSOCIATE AGREEMENT –  
BEHAVIORAL HEALTH CO-RESPONSE  
PROJECT**

**Signature Page**

**Laramie County, Wyoming (for LCSD and Laramie County)**

By: \_\_\_\_\_  
Chairman, Laramie County Commissioners Date \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Laramie County Clerk Date \_\_\_\_\_

**Memorial Hospital of Laramie County d/b/a Cheyenne Regional Medical Center**

By: \_\_\_\_\_ April 13, 2023 | 8:39 AM MDT  
Tim Thornell, Chief Executive Officer Date \_\_\_\_\_

**City of Cheyenne, Wyoming (for CPD and Cheyenne Fire & Rescue)**

By: \_\_\_\_\_  
Mayor, City of Cheyenne Date 4-11-23

**ATTEST:**

By: \_\_\_\_\_  
Clerk, City of Cheyenne Date \_\_\_\_\_

**Dr. Clair White**

By: \_\_\_\_\_  
Dr. Clair White Date \_\_\_\_\_

This BAA is effective the date of the last signature affixed to this page.

**REVIEWED AND APPROVED AS TO FORM ONLY:**

By: \_\_\_\_\_  
Laramie County Attorney's Office Date \_\_\_\_\_