



# **NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS**

## **AGENDA**

Paul Bertoglio, Commissioner  
Forrest Chadwick, Commissioner  
Rob Hendry, Commissioner  
Brook Kaufman, Commissioner  
Jim Milne, Commissioner

Tuesday, March 3, 2020 5:30 p.m.  
Natrona County Courthouse, 200 North Center, Casper, Wyoming  
2<sup>nd</sup> Floor, District Courtroom #1

- I. CALL MEETING TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. APPROVAL OF CONSENT AGENDA**
- V. PUBLIC COMMENTS**
- VI. COMMISSIONER COMMENTS**
- VII. ADJOURNMENT**

**\*Agendas are subject to amendments\***



**NATRONA COUNTY  
BOARD OF COUNTY COMMISSIONERS**

Paul Bertoglio, Commissioner  
Forrest Chadwick, Commissioner  
Rob Hendry, Commissioner  
Brook Kaufman, Commissioner  
Jim Milne, Commissioner

**CONSENT AGENDA**

Tuesday, March 3, 2020 5:30 p.m.

Natrona County Courthouse, 200 North Center Street, Casper, Wyoming  
2<sup>nd</sup> Floor, District Courtroom #2

**I. APPROVAL OF FEBRUARY 18, 2020 MEETING MINUTES**

**II. APPROVAL OF BILLS \$983,194.88**

**III. CONTRACTS, AGREEMENTS, RESOLUTIONS:**

A. WYFI Participation Agreement between NC and WY Department of Health (DOH), Division of Healthcare Financing, WY Frontier Information (WYFI); Attachment B Business Associate Agreement between the WY Department of Health (DOH), WY Frontier Information (WYFI) and NC

**IV. STATEMENT OF EARNINGS:** Parks \$1451.00; Development \$14,867.20; R&B \$12.40; Cooperative Extension \$800.00; Lake \$125.00; Public Surplus \$27,874.00

**V. TAXROLL CORRECTION 2019:** GREAT AMERICA FINANCIAL SERVICES CORP \$-183.90, NEW LIFE TABERNACLE INC \$0.00, NEW LIFE TABERNACLE IN \$-439.53

\*Agendas are subject to amendments\*

**BOARD OF COUNTY COMMISSIONERS  
MINUTES OF PROCEEDINGS  
February 18, 2020**

The regular meeting of the Board of County Commissioners was brought to order at 5:30 p.m. by Chairman Hendry. Those in attendance were Commissioner Paul Bertoglio, Commissioner Jim Milne, Commissioner Brook Kaufman, Commissioner Chadwick, County Attorney Eric Nelson, County Clerk Tracy Good and Commissioners' Assistant Michelle Maines.

**Consent Agenda:**

Commissioner Chadwick moved for approval of the Consent Agenda. Commissioner Bertoglio seconded the motion. Motion carried.

**Public Hearings:**

**RETAIL LIQUOR LICENSES:** ALCOVA RESORT LLC, dba ALCOVA LAKESIDE MARINA, C. C. COWBOYS, INC. dba RACKS, GRACE PARTNERS LLC. dba SKY TERRACE, THE SHOE, INC. dba THE HORSESHOE BAR, HENDERSON IRREVOCABLE TRUST dba LAZY 8, NORTHERN DREAMS, ON THE ROCKS, INC dba SUNSET BAR & GRILL, C. LEANN MOSES dba MOUNTAIN HOME, RICHARDSON & RICHARDSON, INC dba HILAND'S BRIGHT SPOT, GREY REEF OUTFITTERS INC, dba NORTH PLATTE LODGE, TROPHY TROUT OUTFITTERS dba REEF FLY SHOP/THE RUSTY SCUD (package only); TROUT ON INN, LLC dba TROUT ON IN LODGE & CABINS BY THE RIVER; **LIMITED RETAIL LIQUOR LICENSE:** CASPER BOAT CLUB, CASPER COUNTRY CLUB; **RETAIL COUNTY MALT BEVERAGE PERMITS:** Black Ops, LLC dba SLOANE'S GENERAL STORE, PATHFINDER BOAT & FISHING CLUB, NATRONA COUNTY FAIR ASSOCIATION dba CENTRAL WYOMING FAIR & RODEO

Clerk Good reported these are standard annual license renewals; County has met all requirements and has received no comments from Liquor Commission or Sheriff in favor or opposition. Clerk Good recommended approval of all liquor license with the exception of CC Cowboys Inc. It is recommended the license for CC Cowboys Inc. be approved contingent upon the completion of the sprinkler system project by March 31, 2020.

Chairman Hendry opened the public hearing.

Commissioner Chadwick moved to approve the liquor licenses per the Clerk's recommendation to exclude the approval of CC Cowboys Inc. to be handled in a later motion. Commissioner Milne seconded the motion. Motion carried.

Commissioner Chadwick moved to approve CC Cowboys Inc. liquor license contingent upon their completion of the sprinkler system project by March 31, 2020. Commissioner Milne seconded the motion. Commissioner Milne reported CC Cowboys Inc. is required to have two personnel in place as fire watches for this consideration. Both personnel are solely fire watch and confirmed by NCFPD. Motion carried.

Hearing no comments in favor or opposition, Chairman Hendry closed the public hearing.

**Public Comments:**

Chairman Hendry opened the floor to Public Comments.

Hearing no further comments the floor was closed.

**Commissioner Comments:**

Chairman Hendry opened the floor to Commissioner Comments.

Hearing no further comments the floor was closed.

**Adjournment:**

There being no further business to come before the Board of Commissioners, Chairman Hendry adjourned the meeting at 5:43 p.m.

BOARD OF NATRONA COUNTY COMMISSIONERS

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Robert L. Hendry, Chairman

ATTEST:

NATRONA COUNTY CLERK

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Tracy Good

Newspaper listing for Bills 2/12/2020 through 2/25/2020

109 vendors listed

Total: \$ 983,194.88

ABC LEGAL SVCS \$255.00	INTERNATIONAL CODE COUNCIL INC \$240.00
ADVANCE STORES CO INC, DBA ADVANCE AUTO PARTS \$73.42	JDC INVESTIGATIONS \$150.00
AFLAC PREMIUM HOLDING \$3060.67	JH MECHANICAL \$2278.76
AIRGAS USA \$653.03	KEATING, MATT \$409.40
ALCOHOL & DRUG TESTING \$12421.60	KIESTER, JILL \$106.50
ALL OUT FIRE \$120.00	KLINE, SHAD W DBA GARAGE DOOR DUDES \$3000.00
ALSCO \$395.24	KNIFE RIVER \$88488.05
AMAZON CAPITAL SVCS \$112.95	LOU'S GLOVES \$436.00
AMBI MAIL & MARKETING \$541.34	MAO PHARMACY INC \$14598.92
AMERI-TECH EQUIPT CO \$69.97	MERBACK AWARD CO \$46.90
ATLAS OFFICE PROD \$3746.28	METTLER TOLEDO \$155.65
AUDIOMATRIX INC \$13467.74	MTN STATES LITHOGRAPHING \$842.66
AXIS FORENSIC TOXICOLOGY \$638.00	NAPA AUTO PARTS \$1515.17
BAR D SIGN CO \$177.75	NC FIRE PROTECTION \$37467.14
BENNETT, THOMAS L MD \$1758.39	NC TREASURER \$5100.00
BLACK HILLS ENERGY \$4401.97	NEWCOMER FUNERAL HOME & CREMATORY \$1000.00
BROWN, JACQUELINE K DBA BROWN LAW OFFICE PC \$5718.21	NORCO, SLC, UT \$4059.80
BURBACK'S REFRIGERATION & APPLIANCE REPAIR \$1123.28	NORTON ROSE FULBRIGHT US LLP \$28565.79
CALL2TEST \$425.96	ORACLE AMERICA INC \$230.77
CAPITAL BUSINESS SYS INC \$327.78	OVERHEAD DOOR CO \$9700.00
CASPER AREA TRANSPORTATION COALITION/THE BUS \$200.00	PORTER, MUIRHEADRNIA & HOWARD \$19625.00
CASPER TIRE INC \$1400.00	PROCESS SVC OF WY INC \$4365.00
CASTEEL II, ROBERT S \$5608.80	PRONGHORN PROPANE \$1196.16
CENTRAL FAIR AND RODEO \$195140.97	RICOH USA INC \$154.80
CENTURYLINK \$772.71	RMP \$1106.72
CITY DIRECTORIES \$746.00	SECRETARY OF STATE \$60.00
CIVIL ENGINEERING PROFESSIONALS \$3482.50	SHAMROCK FOODS CO \$6222.29
CLERK OF DISTRICT COURT \$6041.74	SHOWTIME INDUSTRIES \$1074.00
COASTAL CHEMICAL CO \$1595.82	SINCLAIR FLEET TRACK \$626.27
COCA-COLA BOTTLING CO \$39.00	SIX ROBBLEES' INC \$133.32
COMMUNICATION TECHNOLOGIES INC \$1422.23	SOURCE OFFICE & TECHNOLOGY \$190.32
CONTINENTAL WESTERN GROUP \$10583.00	SPECTRUM \$999.05
CONVERGEONE INC \$78929.97	STAPLES \$52.86
CORNERSTONE PROGRAMS CORP \$146861.00	STEWART & STEVENSON DALLAS \$588.35
COTTON, TIMOTHY C PC \$7309.21	SUMMIT ELECTRIC \$508.69
CST \$206.80	SUTHERLANDS \$33.32
DEWITT WATER SYS \$249.90	TLC CLEANING \$24300.00
DISTAD, ERIC A \$2850.00	TOWN OF MILLS/UTILITY SVC \$330.38
DOOLEY OIL/CASPER \$14748.39	URGENT CARE OF CASPER \$150.00
DRUG TESTING SVCS NC \$216.00	VITAL RECORDS HOLDINGS \$189.60
DUNCAN-MALONE, HEATHER \$2826.00	VOLIN, ANNE \$213.87
EAGLE UNIFORM & SUPPLY CO \$677.42	WASTE CONNECTIONS OF WY \$211.71
EIDE BAILLY LLP \$138.75	WESTERN DETENTION \$1105.00
EXPRESS TOLL \$9.30	WESTERN SIGN & DESIGN \$175.00
FIRST INTERSTATE BANK \$9887.31	WESTERN STATES FIRE PROTECTION/dont use see 902035 \$2545.00
FLEETPRIDE \$25.20	WHIPPS, JAMES \$56.95
FREMONT MOTOR CASPER INC \$94017.00	WILLOUGHBY, PHILLIP T. \$9000.00
FREMONT MOTOR COMPANIES-RIVERTON \$42865.00	WOOD, CINDI ATTNY AT LAW \$5794.15
GALLS \$60.00	WSFP WESTERN STATES FIRE PROT. DBA \$2412.00
GRAINGER \$3158.57	WY CARDIOPULMONARY \$1370.00
GREENUP, JENNIFER L \$5000.00	WY MACHINERY CO \$833.82
HARDEN, CHAD E \$5565.00	WY PSYCHIATRY \$25.00
HENSLEY BATTERY \$141.01	YOUTH CRISIS CENTER INC \$2500.00
HOMAX OIL SALES INC \$2094.80	ZERBE-ALME, KELLIE DBA ALL AREA PROCESS SVC \$2100.00
HOWARD SUPPLY CO \$196.76	

Michael A. Ceballos, Director

Governor Mark Gordon

February 11, 2020

Natrona County  
475 South Spruce  
Casper, Wyoming 82601

Dear Natrona County,

Enclosed is the WYFI Participation Agreement and attachment B with the Division of Healthcare Financing, Medicaid, containing two signature pages for your signature. Please provide the necessary signatures for your company, and return the Contract in its entirety in the FedEx return envelope which has been provided.

Thank you for your assistance and timeliness in completing this document. If you have any questions or comments, please contact Andrea Bailey at 307-777-7594 or [andrea.bailey@wyo.gov](mailto:andrea.bailey@wyo.gov).

Sincerely,



Andrea Bailey  
HIT Provider Outreach Coordinator

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Enclosures: Participation Agreement, BAA

**WYFI PARTICIPATION AGREEMENT  
BETWEEN  
NATRONA COUNTY  
AND  
WYOMING DEPARTMENT OF HEALTH, DIVISION OF HEALTHCARE  
FINANCING, WYOMING FRONTIER INFORMATION (WYFI)**

1. **Parties.** The Parties to this Wyoming Frontier Information (WYFI) Participant Agreement (Agreement) are Natrona County (Participant) whose address is: 475 South Spruce, Casper, Wyoming 82601, and Wyoming Department of Health, Division of Healthcare Financing, Wyoming Frontier Information (WYFI), whose address is: 401 Hathaway Building, Cheyenne, Wyoming 82002.

2. **Participant Agreement.**

**Purpose of Agreement.** The Participant agrees to participate in the transmission of data through the Data Exchange. The WYFI will manage and administer the exchange of data through the Data Exchange in accordance with the Terms and Conditions of this Agreement and all other applicable laws and regulations. This Agreement sets forth the rights, duties, and obligations of each party in fulfilling their respective responsibilities. The Participant is one of many similarly-situated participants who are organizations that oversee and conduct, on their own behalf, on behalf of their Authorized Users, or both, electronic transactions or exchanges of health information among groups of persons or organizations; that have the organizational infrastructure and the legal authority to comply with the obligations in this Agreement; and that requires their Authorized Users to comply with applicable requirements in the Agreement.

2.1 **Participant Agreement Required.** Access to the Data Exchange and use of the services shall be granted upon completion of the WYFI registration process and execution of this Participation Agreement.

2.2 **Execution of Agreement.** Upon execution of the Agreement, Participant agrees to comply with the current WYFI Policy and Procedure Manual, and all program bulletins integrated into the WYFI Policy and Procedure Manual, which is incorporated into this agreement by this reference. These can be found on the Wyoming Department of Health website under the WYFI webpages.

3. **Term of the Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The Agreement will continue until terminated in accordance with the terms of this Agreement.

4. **Definitions.**

**Authorized User:** An individual authorized by a Participant or WYFI to use the Data Exchange for a Permitted Use as described in Section 6.2 below.

**Data:** Protected health information, or information that identifies a patient, which is used, stored, or exchanged between Participants and Authorized Users with the Data Exchange. Protected health information is defined by the Health Insurance Portability and Accountability Act (HIPAA) Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subpart E, and the HIPAA Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C, both as amended from time to time.

**Data Exchange:** The system that allows Participants and Authorized Users to electronically use, store, or exchange Data.

**Internet Application:** The Web application used by the Participant to access the Data Exchange, pursuant to the terms set forth in Section 10 below.

**Participant:** An entity, specifically identified in Section 1 above, that has entered into this Agreement.

**Patient:** An individual who has received or will receive treatment for healthcare services from a Participant, Authorized User, authorized users of other health information exchanges, or whose records are stored in a public registry.

**Permitted Use:** The reason for which Participants and Authorized Users may access Data in the Data Exchange, as limited by Section 6.2 below.

**Software:** The software licensed by WYFI to Participant for use in the Data Exchange, pursuant to the terms set forth in Section 10 below.

## 5. Authorized Users.

- 5.1 **Requirements for Participants' Authorized Users.** Participant shall verify, and certify to WYFI if reasonably requested, that each Authorized User has satisfied all requirements for Authorized Users described in the WYFI Policy and Procedure Manual.
- 5.2 **No Use by Unauthorized Users.** The Participant shall restrict access to the Data Exchange only to the Authorized Users that a Participant has identified and conveyed to WYFI.
- 5.3 **Responsibility for Conduct of Participant and its Authorized Users.** The Participant shall be solely responsible for all acts and omissions of the Participant and the Participant's Authorized Users, and all other individuals who access the Data Exchange by use of any password, identifier or log-on information received or obtained, directly or indirectly, lawfully or unlawfully, from the Participant or any of the Participant's Authorized Users, with respect to the Data Exchange, and all such acts and omissions shall be deemed to be the acts and omissions of the Participant.
- 5.4 **Limited Rights of Authorized Users.** An Authorized User shall have no rights to access the Data Exchange, other than access granted to the Authorized User by

WYFI or by the Participant on whose behalf the Authorized User accesses the Data Exchange. Any such rights of an Authorized User shall cease and terminate upon the removal of that Authorized User by WYFI or the Participant.

**5.5 Sanction of Authorized Users.** Each Participant shall require that all of its Authorized Users use the Data Exchange only in accordance with this Agreement and the WYFI Policy and Procedure Manual, including without limitation the provisions governing the confidentiality, privacy and security of protected health information. The Participant shall appropriately sanction, including up to termination of access or employment, any of its respective Authorized Users who fail to act in accordance with this Agreement or in accordance with the Participant's policies and procedures, as applicable.

## **6. Participant Rights Obligations.**

**6.1 Data Exchange.** By engaging in the Data Exchange, Participant agrees that it shall comply with the terms of this Agreement and applicable laws and regulations and agrees that it shall ensure that its Authorized Users comply with the terms of this Agreement. Participant also agrees that Participant has secured any required Patient permission to access the Data Exchange as set forth in Section 6.6 (Patient Permission for Data Exchange and Treatment; Notice). Participant will make data available for the Data Exchange in accordance with the scope, format, and specifications set forth in the Participant Connection Criteria (Attachment A), which is attached to this Agreement and incorporated herein by this reference.

**6.2 Permitted Use.** Participant and its Authorized Users may use the Data Exchange, Services, and Data only as follows:

- a) Uses for Treatment, Payment and Health Care Operations (as those terms are defined in HIPAA); or
- b) Any other use that is permitted or required under HIPAA, the WYFI Policy and Procedure Manual, or other applicable law governing the use and disclosure of Data.
- c) To facilitate the implementation of "meaningful use" criteria as required under the American Recovery and Reinvestment Act of 2009 and its related federal regulations, as permitted by HIPAA.

**6.3 Prohibited Uses.** Participant shall not use or permit the use of the Data Exchange, Services, or Data for any purpose or use other than for the Permitted Uses set forth in Section 6.2 (Permitted Use). A Participant shall not use the Data Exchange, Services, or Data for any purpose or in any manner that is prohibited by HIPAA, the WYFI Policy and Procedure Manual, or other applicable law. No Participant or Authorized User may use the Data Exchange to perform comparative studies/analysis or data aggregation without written consent from the participant owning such Data.

- 6.4 Data Sources and Other Restrictions on Uses.** Participant acknowledges that the use and disclosure of certain Data may be subject to particular restrictions, including specific restrictions imposed by a participant, which may be more restrictive than the restrictions set forth in Section 6.3 (Prohibited Uses). Participant agrees that it will comply with any specific restrictions of which Participant is made aware by WYFI in connection with the receipt of Data.
- 6.5 No Limitation on Participant's Use of Its Own Data.** Nothing in this Section or elsewhere in these Terms and Conditions or the WYFI Manual is intended or will be deemed to limit Participant's use of its own data in any way.
- 6.6 Patient Permission for Data Exchange and Treatment; Notice.** The parties acknowledge that certain uses of Data, including without limitation Treatment, Payment and certain Health Care Operations (as defined by the HIPAA Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 164, Subpart E) do not require specific consent by a Patient under HIPAA. However, Participant is responsible for securing any Patient consent or authorization to access Data through the Data Exchange as required by the WYFI Manual, or as otherwise required by law.
- 6.7 System Operations.** Participant, at its own expense, will provide and maintain the equipment, software, services and testing necessary to effectively and reliably participate in the Data Exchange as set forth in Attachment A.
- 6.8 Privacy, Security, and Accuracy.** Participant will maintain sufficient safeguards and procedures, in compliance with the terms of this Agreement, WYFI Policy and Procedure Manual, and applicable laws, to maintain the security, privacy and accuracy of Data. Participant will promptly correct any errors discovered in Data it transmits to the Data Exchange and notify WYFI of any such corrections pursuant to the WYFI Policy and Procedure Manual.
- 6.9 Documentation of Information for Patient Treatment; Record Retention, Storage and Backup.** Participant will maintain at its own expense records of Data accessed through the Data Exchange and used for Patient Treatment. Participant will maintain these records for all periods required by law. Participant will determine the form for such records, which may include incorporation of Data into medical record electronically, by hard copy or by other form of summary, notation, or documentation.
- 6.10 Notification of Participant's Breach or Violation.** If Participant knows of an occurrence, activity or practice that constitutes a material breach or violation of the Agreement, Participant agrees to notify WYFI within five (5) business days of determining that such occurrence, activity or practice constitutes a material breach or violation of this Agreement and must take reasonable steps to cure the material breach or end the violation. If the steps are unsuccessful, WYFI may terminate the Agreement by written notice to Participant as referenced in Section 12.20.

## 7. WYFI Obligations.

### 7.1 Services Provided by WYFI

- a) **Exchange Operation.** WYFI will maintain and operate the Data Exchange. WYFI may contract with subcontractor to maintain and operate the Data Exchange or to provide support services. WYFI will require that its subcontractors comply with this Agreement, and all applicable laws and regulations.
- b) **Access to Exchange for Permitted Use.** WYFI will make the Data Exchange available to: (i) Participants and their Authorized Users who may access Data through the Data Exchange for a Permitted Use; (ii) Participants that provide Data for access through the Data Exchange; (iii) Individuals who have entered into an Authorized User Agreement with WYFI who may access Data through the Data Exchange for a Permitted Use; and (iv) Other health information exchanges to allow WYFI Participants, WYFI Authorized Users, and authorized users of other health information exchanges access to additional Data for a Permitted Use. Any change to Permitted Uses will be documented in the WYFI Policy and Procedure Manual.
- c) **Data Exchange Availability.** WYFI will make all reasonable efforts to make the Data Exchange available to Participants 24 hours a day, 7 days a week; however, the Data Exchange availability may be temporarily suspended for maintenance or unscheduled interruptions. WYFI will use its best efforts to provide reasonable advance notice of any such suspension or interruptions of Data Exchange availability and to restore Data Exchange availability. Data Recipients who are Health Care Providers are responsible for acquiring patient health information through other means during any periods when the Data Exchange is not available.
- d) **Support Services.** During the term of this Agreement, WYFI will provide support services to assist Participant in the installation, implementation, and maintenance and use of the Data Exchange and may establish a fee schedule for these services which will be posted at:

[https://health.wyo.gov/healthcarefin/wyoming\\_frontier\\_information\\_wyfi/](https://health.wyo.gov/healthcarefin/wyoming_frontier_information_wyfi/)

Data Exchange technical support will be available during business hours. All support services will be subject to the WYFI fees set forth in Section 8 (Fees and Payment) and posted at:

[https://health.wyo.gov/healthcarefin/wyoming\\_frontier\\_information\\_wyfi/](https://health.wyo.gov/healthcarefin/wyoming_frontier_information_wyfi/)

### 7.2 WYFI Records; Use of Data.

- a) **WYFI Records.** WYFI will maintain records relating to the operation of the Data Exchange, including records of the date, time and records accessed by a participant in each data exchange as set forth in the WYFI Policy and Procedure Manual. Except as provided above, WYFI will not maintain, and will not be responsible for either maintaining records of the content of any data exchange between participants or inspecting the content of Data.
- b) **WYFI Use and Disclosure of Information.** WYFI will not disclose Data or information relating to data exchanges to third parties except: (i) as provided by this Agreement; (ii) as required by law or subpoena; or (iii) as directed in writing by the originating party or intended recipient. WYFI may access Data and information relating to data exchanges only for the operation of the Data Exchange, testing, performance verification, de-identification of data for the purpose of analysis to inform policy and program funding needs, healthcare operations, public health activities permitted by law, patient safety, and investigations and actions relating to compliance with this Agreement, WYFI Policy and Procedure Manual and applicable laws and regulations.

**7.3 Policies and Procedures.** The WYFI Policy and Procedure Manual will govern WYFI's and Participant's activity on the Data Exchange, and the WYFI Policy and Procedure Manual is available at:

[https://health.wyo.gov/healthcarefin/wyoming\\_frontier\\_information\\_wyfi/](https://health.wyo.gov/healthcarefin/wyoming_frontier_information_wyfi/).

- a) **Changes to Policies and Procedures.** WYFI may change or amend the WYFI Policy and Procedure Manual from time to time at its discretion and will post notice of proposed and final changes at:

[https://health.wyo.gov/healthcarefin/wyoming\\_frontier\\_information\\_wyfi/](https://health.wyo.gov/healthcarefin/wyoming_frontier_information_wyfi/)

WYFI will provide Participant notice of such changes to the WYFI Policy and Procedure Manual by electronic mail. Any changes will be effective sixty (60) days following adoption by WYFI, unless WYFI determines that an earlier effective date is required to address a legal requirement, a concern relating to the privacy or security of data or an emergency situation. WYFI also may postpone the effective date of a change if WYFI determines, in its sole discretion, that additional implementation time is required. Participant will have no ownership or other property rights in the WYFI Policy and Procedure Manual or other materials or services provided by WYFI.

- b) **Security.** WYFI will implement policies and procedures that are reasonable and appropriate to ensure that all data exchanges are authorized, to protect Data from improper access, tampering or unauthorized disclosure and to secure compliance with applicable laws and regulations. Such policies and procedures will include administrative procedures, physical security measures, and technical security services that are reasonably necessary to secure the Data. WYFI and Participant will comply with the security

policies and procedures established by WYFI in the WYFI Policy and Procedure Manual. WYFI will maintain sufficient safeguards and procedures, in compliance with HIPAA, to maintain the security and privacy of Data that is provided or accessed through the Data Exchange.

- c) **Investigations, Corrections, Reports.** The WYFI Policy and Procedure Manual includes policies and procedures for the investigation, resolution and reporting of Patient complaints, security breaches or other concerns relating to compliance with this Agreement, WYFI Policy and Procedure Manual, and applicable laws and regulations ("Compliance Concerns"). WYFI will provide notice to Participant, pursuant to WYFI policy and as required by law or regulation, of any Compliance Concern related to Participant's Authorized Users' use of the Data Exchange, and Participant will cooperate with WYFI in its investigation of any Compliance Concern and corrective action.

**7.4 Obligations to Comply with Law.** WYFI will comply with all federal, state and local laws applicable to WYFI. This includes Title XII, Subtitle D of the Health Information Technology for Economic and Clinical Health (HITECH) Act, codified at 42 U.S.C. §§ 17921-17954, and regulations issued by HHS to implement the HITECH Act, which are applicable to business associates, as of the date by which business associates are required to comply with such referenced statutes and HHS regulations.

## **8. Fees and Payment**

**8.1 Program Fee.** There will be no fees associated with this Agreement.

**9. Proprietary Information.** During the term of this Agreement, each party may have access to information about the other party that: (a) relates to past, present or future business activities, practices, protocols, products, services, information, content, and technical knowledge; and (b) has been identified as confidential (collectively, "Proprietary Information") by such party. For the purposes of this provision, Proprietary Information will not include Data.

**9.1 Non-disclosure.** The parties will: (a) hold Proprietary Information in strict confidence; (b) not make the Proprietary Information available for any purpose other than as specified in the Agreement, the Wyoming Public Records Act, or as required by law or subpoena; and (c) take reasonable steps to ensure that the Proprietary Information is not disclosed or distributed by employees, agents or consultants (who will have access to the same only on a "need-to-know" basis) to third parties in violation of this Agreement. If WYFI or Participant receives a request for Proprietary Information, the party receiving the request will provide the other party notice of the request and an opportunity to seek a protective order limiting the nature and scope of the information to be disclosed, and the disclosing party is only permitted to disclose Proprietary Information to the extent required by law.

**9.2 Exclusions.** Proprietary Information will not include information that: (a) at the time of disclosure, is known or becomes known or available to the general public through no act or omission of the receiving party; (b) was in the receiving party's lawful possession before it was provided to the receiving party by the disclosing party; (c) is disclosed to the receiving party by a third party having the right to make such disclosure; or (d) is independently developed by the receiving party without reference to the disclosing party's Proprietary Information

**10. Software License.**

**10.1 Right to Use.** WYFI grants to Participant for the term of this Agreement a royalty free, non-exclusive, non-transferable, non-assignable, non-sub-licensable, and limited right to use the software and internet applications provided by or through WYFI and identified by WYFI in its technical operation standards as defined in Attachment A for the sole purpose of participating in the Data Exchange under the terms and conditions of this Agreement. The software shall not be used for any other purpose whatsoever, and shall not otherwise be copied or incorporated into any other computer program, hardware, firmware, or product. The internet application(s) are offered "as is" and WYFI disclaims all representations and warranties of any kind, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose or warranty of title.

**10.2 No Transfer or Modification.** Participant will not sell, rent, sublicense, or otherwise share its right to use the internet application. Participant shall not modify, reverse engineer, decompile, disassemble, or otherwise attempt to learn the source code, structure, or ideas upon which Software is based.

**11. Electronic Signatures.**

**11.1 Signatures and Signed Documents.** Participant, at WYFI's request, will implement for its Authorized Users an electronic identification method consisting of symbols or codes that are to be affixed to or contained in a Data Exchange made by the Participant ("Signatures"). Participant agrees that any Signature of such party affixed to or contained in any data exchange will be sufficient to verify that the party originated such Data Exchange. Any properly transmitted Data Exchange made pursuant to this Agreement shall be considered a "writing" or "in writing" and any such Data Exchange when containing, or to which there is affixed, a Signature ("Signed Documents") shall be deemed for all purposes: (a) to have been "signed"; and (b) to constitute an original when printed from electronic files or records established and maintained in the normal course of business.

**12. General Provisions.**

- 12.1 Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- 12.2 Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement 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 Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- 12.3 Cooperation.** WYFI may award supplemental or successor contracts for work related to this Agreement. The Participant shall cooperate fully with other contractors and the WYFI in all such cases.
- 12.4 Compliance with Laws.** The Participant shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- 12.5 Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Participant in the performance of this Agreement shall be kept confidential by the Participant unless written permission is granted by WYFI for its release. If and when Participant receives a request for information subject to this Agreement, Participant shall notify WYFI within ten (10) days of such request and shall not release such information to a third party unless directed to do so by WYFI.
- 12.6 Entirety of Agreement.** This Agreement, consisting of thirteen (13) pages; Attachment A, consisting of an Excel file named Participant Connection Criteria dated 2018 provided electronically to all parties, and Attachment B, Business Associate Agreement, consisting of six (6) page(s), represent(s) the entire and integrated Agreement between the parties and supersede(s) all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control, with the exception of that contained in Attachment B, the Business Associate Agreement.
- 12.7 Ethics.** Participant 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 Participant’s profession.
- 12.8 Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein.
- 12.9 Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and

without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, 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.

- 12.10 Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- 12.11 Nondiscrimination.** The Participant 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 Agreement.
- 12.12 Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- 12.13 Notice of Sale or Transfer.** The Participant shall provide WYFI with notice of any sale, transfer, merger, or consolidation of the assets of the Participant. Such notice shall be provided in accordance with the notices provision of this Agreement and, when possible and lawful, in advance of the transaction. If WYFI determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Participant's obligations under this Agreement, then WYFI may, at its discretion, terminate or renegotiate the Agreement.
- 12.14 Ownership and Return of Documents and Information.** WYFI is the official custodian and owns all documents, data compilations, reports, computer programs, and other work provided to or produced by the WYFI in the performance of this Agreement. Participant owns all Data maintained in its electronic health record system and transmitted or received using Data Exchange services. Upon termination of services, for any reason, Participant agrees to return all original and derivative information and documents owned by WYFI to WYFI in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon WYFI's verified receipt of such information, Participant agrees to physically and electronically destroy any residual WYFI-owned data, regardless of format, and any other storage media or areas containing such information. Participant agrees to provide written notice to WYFI confirming the destruction of any such residual WYFI-owned data.

- 12.15 Prior Approval.** This Agreement 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 Agreement 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).
- 12.16 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 Participant, shall identify WYFI as the sponsoring agency and shall not be released without prior written approval from WYFI.
- 12.17 Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- 12.18 Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming, Department of Health, Division of Healthcare Financing, and WYFI expressly reserve sovereign immunity by entering into this Agreement and the Participant 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. § 139101, *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. 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 Agreement 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.
- 12.19 Taxes.** The Participant 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.
- 12.20 Termination of Agreement.**
- a) **Violation of Law or Regulation.** If either WYFI or Participant determines that its continued participation in this Agreement would cause it to violate any law or regulation applicable to it, or would place it at material risk of suffering any sanction, penalty, or liability, then that party may terminate its participation in this Agreement immediately upon written notice to the other party.
  - b) **For Cause.** If WYFI or Participant determines that the other party or any of its employees, agents, or Authorized Users have breached this Agreement, then that party may terminate its participation in this Agreement on thirty (30) days advance written notice to the other party, provided that such notice

identifies such area of non-compliance, and such noncompliance is not cured within fifteen (15) days of receipt of the notice of non-compliance. WYFI may immediately terminate this Agreement upon written notice to Participant if WYFI determines that Participant or its Authorized Users, employees, or agents have used Data or the Data Exchange for any purpose other than the Permitted Use or in violation of security or privacy provisions under this Agreement or applicable laws and regulations.

- c) **Without Cause.** WYFI or Participant may terminate this Agreement without cause upon thirty (30) days advance written notice of termination to the other party.
- d) **Termination Process and Access to Exchange and Data.** Upon the effective date of termination of this Agreement, WYFI will cease providing access to the Data Exchange for the Participant and its Authorized Users, and Participant and its Authorized Users shall stop using the Data Exchange.

**12.21 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 Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

**12.22 Time is of the Essence.** Time is of the essence in all provisions of this Agreement.

**12.23 Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

**12.24 Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

**12.25 Counterparts.** This Agreement 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 Agreement. Delivery by the Participant of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to WYFI.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

9. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

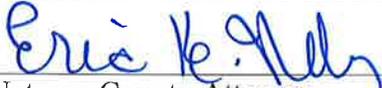
The Effective Date of this Agreement is the date of the signature last affixed to this page.

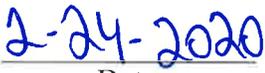
**PARTICIPANT: NATRONA COUNTY**

\_\_\_\_\_  
Chairman, Natrona County Board of Commissions

\_\_\_\_\_  
Date

**NATRONA COUNTY ATTORNEY: APPROVAL AS TO FORM**

  
\_\_\_\_\_  
Natrona County Attorney

  
\_\_\_\_\_  
Date

**COUNTY CLERK'S ATTESTATION**

\_\_\_\_\_  
Natrona County Clerk

\_\_\_\_\_  
Date

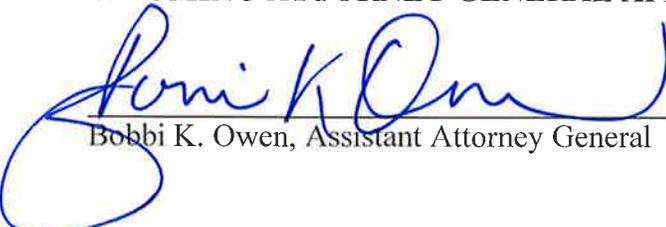
**WYFI:**

**STATE OF WYOMING, DEPARTMENT OF HEALTH, DIVISION OF HEALTHCARE  
FINANCING, WYOMING FRONTIER INFORMATION**

\_\_\_\_\_  
Teri Green, State Medicaid Agent

\_\_\_\_\_  
Date

**WYOMING ATTORNEY GENERAL APPROVAL AS TO FORM:**

  
\_\_\_\_\_  
Bobbi K. Owen, Assistant Attorney General

  
\_\_\_\_\_  
Date

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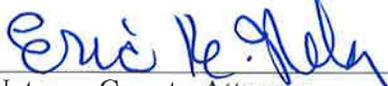
The Effective Date of this Agreement is the date of the signature last affixed to this page.

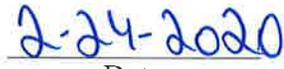
**PARTICIPANT: NATRONA COUNTY**

\_\_\_\_\_  
Chairman, Natrona County Board of Commissions

\_\_\_\_\_  
Date

**NATRONA COUNTY ATTORNEY: APPROVAL AS TO FORM**

  
\_\_\_\_\_  
Natrona County Attorney

  
\_\_\_\_\_  
Date

**COUNTY CLERK'S ATTESTATION**

\_\_\_\_\_  
Natrona County Clerk

\_\_\_\_\_  
Date

**WYFI:**

**STATE OF WYOMING, DEPARTMENT OF HEALTH, DIVISION OF HEALTHCARE  
FINANCING, WYOMING FRONTIER INFORMATION**

\_\_\_\_\_  
Teri Green, State Medicaid Agent

\_\_\_\_\_  
Date

**WYOMING ATTORNEY GENERAL APPROVAL AS TO FORM:**

  
\_\_\_\_\_  
Bobbi K. Owen, Assistant Attorney General

  
\_\_\_\_\_  
Date

**ATTACHMENT B**  
**BUSINESS ASSOCIATE AGREEMENT BETWEEN**  
**THE WYOMING DEPARTMENT OF HEALTH, WYOMING FRONTIER**  
**INFORMATION (WYFI) AND**  
**NATRONA COUNTY**

- 1. Purpose.** The Parties to this Participant Agreement agree that Wyoming Department of Health, Division of Healthcare Financing (Agency), is a Business Associate of Natrona County (Participant), as defined by 45 CFR § 160.103; therefore, this attachment is mandatory for purposes of this Participant Agreement. This attachment seeks to satisfy the requirements for the privacy and security and transmission of protected health information found in 45 CFR Parts 160, 162, and 164 as well as applicable Wyoming state law. Applicable Wyoming state law may include, but is not limited to, Wyo. Stat. Ann. §§ 35-2-605 et seq., 9-2-125 et seq., and applicable rules and regulations. These statutes, rules, and regulations are collectively referred to as the “Privacy and Security Rules.”
- 2. Definitions.** The Parties agree that the definitions in 45 CFR Parts 160, 162, and 164 shall apply to the terms used in this attachment. For the purpose of this attachment, Agency shall be known as the “Business Associate.”
- 3. Responsibilities of Business Associate Pursuant to this Attachment.** Except as otherwise permitted or required by this attachment, the Business Associate may only create, receive, maintain, or transmit protected health information received from or on behalf of the Participant as necessary to provide Wyoming Frontier Health Information Exchange services as set forth in the Participation Agreement, as required by law, or to carry out the proper management and administration or legal responsibilities of the Business Associate. Further, the Business Associate agrees:

  - A. To not create, receive, maintain, or transmit protected health information in a manner that would violate any provision of the Privacy and Security Rules, or other applicable federal, state, or local law.
  - B. To establish, use, and maintain administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of all protected health information that the Business Associate creates, receives, maintains, or transmits on behalf of the Participant and to prevent any use or disclosure of protected health information as provided by this attachment.
  - C. To comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information. The Business Associate shall provide notice of its designated

security officer to the Participant within thirty (30) days following execution of this attachment.

- D. To limit its use, disclosure, or requests for protected health information to the extent practicable to the minimum necessary to accomplish the intended purpose of such use, disclosure, or request.
- E. To secure all protected health information in its possession in accordance with the most current standards established by the Secretary of Health and Human Services under 13402(h)(2) of Public Law 111-5 on the Health and Human Services website.
- F. To notify the Participant of any use or disclosure of protected health information not provided for by this attachment, any security incident, or any breach of unsecured protected health information of which the Business Associate becomes aware.
  - i. Such notice shall include the identification of each individual whose protected health information has been, or is reasonably believed to have been subject to such use, disclosure, incident, or breach, a statement indicating whether the protected health information was secured or unsecured, and a description of any security measures used.
  - ii. A disclosure, incident, or breach shall be treated as discovered by the Business Associate as of the first day on which such breach is known to the Business Associate, or, by exercising reasonable diligence, would have been known to the Business Associate. The Business Associate shall be deemed to have knowledge of a disclosure, incident, or breach if the same is known, or, by exercising reasonable diligence, would have been known to any person (other than the person committing the disclosure, incident, or breach) who is an employee, officer, or other agent (determined in accordance with the federal common law of agency) of the Business Associate.
  - iii. All reports of breach involving unsecured protected health information by the Business Associate shall also include the most current contact information available for each individual whose protected health information has been, or is reasonably believed to have been accessed, acquired, or disclosed, and any other information required by 45 CFR § 164.404 for the notification of individuals.

- G. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), to ensure that any subcontractor that the Business Associate uses to create, receive, maintain, or transmit protected health information on its behalf agrees to the same restrictions, conditions, and requirements that apply to the Business Associate under the terms of this attachment.
- H. To conduct electronic transactions covered by 45 CFR Part 162 as a standard transaction as required by 45 CFR Part 162, and ensure that any agents, including subcontractors, also process electronic transactions as required therein.
- I. To make all protected health information received from the Participant or otherwise created, maintained, or transmitted on behalf of the Participant available to the Participant as necessary for the Participant to comply with an individual's request for access to protected health information under 45 CFR § 164.524, a public records request under Wyo. Stat. Ann. §§ 16-4-201 through 16-4-205, or any other request that may be required by law. If the Business Associate receives such request for protected health information directly, it shall forward the request to the Participant to process within three (3) business days following its receipt of such request.
- J. To make any amendments to protected health information in a designated record set held by the Business Associate or by any subcontractor or agent pursuant to 45 CFR § 164.526. Should the Business Associate receive such request directly, it shall forward the amendment request to the Participant.
- K. To make internal practices, books and records relating to the use and disclosure of protected health information received from or created or received by the Business Associate on behalf of the Participant available to the Participant or to the Secretary of Health and Human Services for purposes of determining the Participant's or Business Associate's compliance with the Privacy and Security Rules. The Business Associate shall notify the Participant if it provides such information to the Secretary.
- L. To document such disclosures of protected health information and information related to such disclosures as would be required for the Participant to respond to a request by an individual for an accounting of disclosures under 45 CFR § 164.528. The Business Associate shall comply with the Participant's request for such information within seven (7) business days following the Participant's request. Should the Business Associate receive such request directly, it will forward the request to the Participant.

- M. Unless otherwise provided, to provide notice within seven (7) business days of any event that triggers the Business Associate's obligation to notify the Participant.
- N. That Business Associate may be subject to civil and criminal penalties enumerated at sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320-6) with respect to violations of this attachment or the Privacy and Security Rules.
- O. To assume sole responsibility for its own compliance and the compliance of its workforce with the provisions of this section.

**4. Responsibilities of Participant Pursuant to this Attachment.** The Participant shall inform the Business Associate of the Participant's notice of privacy practices and restrictions on protected health information. The first such notice and restrictions shall be given to the Business Associate no later than the date of the last signature to the Participant Agreement. In addition, the Participant agrees to the following:

- A. To provide the Business Associate with the notice of privacy practices the Participant produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.
- B. To provide the Business Associate with any changes in, or revocation of, permission by an individual to use or disclose protected health information, if such changes affect the Business Associate's permitted or required uses and disclosures.
- C. To notify the Business Associate of any restriction to the use or disclosure of protected health information to which the Participant has agreed and which are applicable to the Business Associate, in accordance with 45 CFR § 164.522 and section 13405(a) of Public Law 111-5.
- D. To not request that the Business Associate use or disclose protected health information in any manner that would not be permissible under the Privacy and Security Rules if done by the Participant.
- E. To timely notify the Business Associate of any material violation of this attachment or material Privacy or Security violation by the Business Associate of which the Participant becomes aware. The Participant shall specify a time for the Business Associate, within which the Business Associate must cure the violation, if cure is possible, or within which the Business Associate must end the violation.

**5. Special Business Associate Provisions**

- A. **Amendments.** If the Participant Agreement must be amended to ensure compliance with the Privacy and Security Rules, the Parties shall meet in good faith to agree

upon such amendments. If the Parties cannot agree upon such amendments, then either party may terminate the Participant Agreement upon thirty (30) days' prior written notice to the other party.

- B. **Interpretation.** Any ambiguity in this attachment shall be resolved in favor of a meaning that permits the Parties to comply with the Privacy and Security Rules. Nothing in the Participant Agreement shall be construed to allow or require either Party to violate such rules.
- C. **Notices.** In addition to the notice provisions set forth in the Participant Agreement, notices arising out of or from the provisions of this attachment shall be in writing and shall be deemed provided to each respective party if by personal delivery or by, at least, first class United States mail, postage prepaid. Written notices to the Participant shall be provided to the attention of the Participant's designated representative for this Participant Agreement and, by separate mailing, to the WDH Compliance Office, 401 Hathaway Building, Cheyenne, Wyoming 82002.
- D. **Termination.** In addition to the termination provisions in the General Provisions section of this Participant Agreement, the Participant Agreement may be terminated for cause if the Business Associate materially violates the terms of this attachment.
  - i. **Material Violation of Attachment.** Any violation by the Business Associate of any provision of this attachment or any other contract with the Participant which involves the use or disclosure of protected health information, as determined by the Participant, shall constitute a material violation and shall entitle the Participant to terminate this Participant Agreement immediately, seek related remedies, and to terminate all other contracts which involve the Business Associate in the use or disclosure of protected health information, by notifying the Business Associate of such termination.
  - ii. **Cure.** If the Participant receives evidence of a material violation of the obligations set forth herein, or of the Business Associate's primary contracts with the Participant, and the Participant does not terminate this Participant Agreement pursuant to subsection "i" above, then the Participant may provide an opportunity to cure or end such violation, as applicable, within a reasonable timeframe specified by the Participant. If the Business Associate's efforts to cure or end such violation are unsuccessful within the time specified, the Participant may terminate this Participant Agreement, where feasible, or if termination is not feasible, may report the Business

Associate's violation to the Secretary of Health and Human Services or his designee.

- iii. Effect of Termination. Upon termination of this Participant Agreement for any reason, the Business Associate shall return or destroy all protected health information, regardless of form so that the Business Associate retains no copies of protected health information received or created on behalf of the Participant. If return or destruction of all protected health information is not feasible, the Business Associate shall notify the Participant of the conditions that make return or destruction infeasible. Upon agreement between the parties that the return or destruction of the protected health information is infeasible, the Business Associate shall extend the protections of this attachment to such information, and further limit the use and disclosure of such information only to those purposes that make its return or destruction infeasible, for so long as the Business Associate maintains the information.
- iv. This provision applies equally to the Business Associate and any of its agents or subcontractors in possession or control of protected health information subject to this attachment.

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