

## AUDIOLOGY SERVICES AGREEMENT

This Audiology Services Agreement (this "Agreement"), between Campbell County Hospital District ("CCH"), a Wyoming Hospital District of 501 S. Burma Avenue, Gillette, Wyoming and Campbell County School District #1 of 525 W. Lakeway Rd., Suite 106, Gillette WY 82718, CCSD, sets forth the terms and conditions under which CCH will provide services to CCSD. CCSD and CCH may be individually referred to as a Party or collectively as Parties.

1. The Services: CCSD has arranged for CCH to provide Audiology Services as set forth in the attached Appendix 1 ("Scope of Work"), which may be amended from time to time to include additional Services.

2. Payment:

2.1 The fees to be paid to CCH for the Services rendered are set forth in the Scope of Work. Unless this Agreement specifies otherwise in the Scope of Work, all fees are inclusive of any and all costs of CCH's operation, including, without limitation, costs attributable to payroll, employee benefits, fringe benefits, overhead and profits, and costs associated with licenses, bonds, permits, supplies, machinery, safety devices, protective clothing, transportation and any taxes associated with goods and services acquired by CCH for use in the Services provided under this Agreement.

2.2 CCH will bill CCSD for the Services rendered according to the attached Scope of Work. CCH will send invoices to the following address:

Campbell County School District  
Attn: Amy Heald  
525 W. Lakeway Rd., Suite 106  
Gillette, WY 82718

CCSD will make payment of all amounts due CCH either within thirty (30) days of receipt of the relevant invoice or by electronic funds transfer within 30 days from the last day of the month in which the Services were provided.

3. Compliance with Laws:

3.1 CCH shall comply with all applicable federal, state and local laws, rules and regulations governing the delivery of health care services as provided under this Agreement.

3.2 CCH shall comply with all reasonable directions given by representatives of CCSD and all guidelines, rules and procedures of CCSD as may be amended from time to time.

4. Warranties of CCH: CCH represents, warrants and covenants:

- 4.1 The Services will be performed in good, safe and workmanlike manner with the generally accepted standard of care normally provided by healthcare professionals in Campbell County, Wyoming.
- 4.2 The Services will be provided in accordance with all federal, state and local laws and regulations governing the provisions of medical services.
- 4.3 The Services will be provided by persons duly competent to perform the Services and according to the terms of this Agreement.
- 4.4 It will provide the materials and supplies necessary to perform the Services in accordance with good medical practice, and will charge for the same in accordance with the price schedule attached.
- 4.5 It will comply with the terms and conditions of this Agreement and the attached Appendix and Appendices.
- 4.6 It has full power and authority to enter into this Agreement.
- 4.7 CCH will not travel to onsite Audiology visits in inclement weather including Level II snow emergencies and advisories made by the Wyoming Highway Department, to include "no unnecessary travel." CCH will work with CCSD to reschedule Audiology visits affected by weather.

5. Warranties of CCSD: CCSD represents, warrants and covenants:

- 5.1 It will comply with the terms and conditions of this Agreement and the attached Appendix and Appendices.
- 5.2 It has full power and authority to enter into this Agreement.
- 5.3 It will not hire, directly or indirectly, any CCSD or employees of CCH for a period of 365 days after the termination or expiration of this Agreement, unless CCH consents in writing to the hiring.

6. Term: Termination:

- 6.1 This Agreement shall commence on the Effective Date and will remain in force until terminated in accordance with its terms (the "Term").
- 6.2 CCSD may immediately terminate this Agreement by written notice to CCH if CCH or its Personnel fails to comply with any applicable local, state and federal laws, regulations, rules and orders of any governmental authority or any policies, guidelines or practices of

CCSD, the non-compliance with which presents, in the reasonable opinion of CCSD, a serious threat to human safety or health or the environment

6.3 Either Party may terminate this Agreement for any reason thirty (30) days after written notice thereof has been given to the other Party.

6.4 Except as otherwise provided herein, CCSD may terminate this Agreement in the event CCH breaches any material provision hereof (other than those described in Section 6.3) and such breach continues for a period of thirty (30) days after written notice thereof has been given.

6.5 CCH may terminate this Agreement if CCSD fails to make payment to CCH when due in accordance with the terms of this Agreement and such failure continues for a period of fifteen (15) days after written notice thereof has been given to CCSD.

6.6 No Party shall be relieved of any of its obligations arising under this Agreement prior to the termination. Termination will be without prejudice to any rights and remedies available to a party, including injunctive relief.

7. Disclaimer Regarding Admissions: While the CCH hopes that the quality and cost-effective nature of the CCH's services will commend themselves to CCSD employees, the choice of services and supplies of services will be made by CCSD with regard to the interests of the patient. Therefore, it is specifically acknowledged and agreed by the parties hereto that the price for services CCSD shall receive pursuant to this agreement will not in any way require, and is not contingent upon, the admission, recommendations, referral or any other form of arrangement for utilization by patients or others of any item or service offered by CCH. Furthermore, nothing in this agreement shall be construed to prohibit or in any way limit CCSD's ability to refer employees to another facility or hospital within or without the Community.

8. Confidentiality:

8.1 Neither Party, without the written consent of the other, shall, either during the Term or any time thereafter, disclose any Confidential Information it has obtained as a result of this Agreement or the negotiations preceding this Agreement (including, without limitation, the terms of this Agreement) to any person, except to such Party's Personnel as may reasonably be necessary to enable that Party to exercise its rights and perform its obligations hereunder, provided that Party takes reasonable steps to ensure that its Personnel to whom disclosure is made agree to be bound by this confidentiality provision. Notwithstanding the foregoing, a Party may disclose any Confidential Information to the extent that disclosure is compelled in connection with legal or government proceedings or requests, provided that the other Party is given reasonable prior notice thereof to permit the other Party to contest such disclosure. The Parties acknowledge that monetary remedies may be inadequate to protect their rights with respect to Confidential Information and that, in addition to legal remedies otherwise available, injunctive relief is an appropriate judicial remedy to protect such rights.

8.2 In the event CCSD or CCH receives any Protected Health Information (“PHI”) the Party receiving the PHI shall comply with the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Regulation”) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) the terms and conditions of which are attached hereto as Appendix 2.

9. Relationship of the Parties: CCH is an independent contractor, and shall have exclusive control over the means and modes of the work and its Personnel. CCH has full responsibility for all direct, supervision, direction and control of its Personnel.
10. Entire Agreement: This Agreement together with its Appendices constitute the entire agreement among the Parties and there are not understanding, representations or warranties of any kind, express or implied, not expressly set forth herein.
11. Changes; Waiver: No change or modification of this Agreement shall be valid unless the same is in writing and signed by all the Parties hereto. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the Party against whom sought to be enforced. The failure of any Party at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same or any other condition, promise, agreement or understanding at a future time.
12. Invalidity of any Provision: In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. CCH is a Wyoming Governmental Entity. To the extent the provisions of this agreement conflict with Wyoming Governmental Entity law, Wyoming Governmental Entity law shall control.
13. Headings: The headings and subheadings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.
14. Governing Law: It is understood and agreed that the construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Wyoming. In addition, the parties hereto agree that proper jurisdiction and venue in any actions brought on this Agreement shall be in Campbell County, Wyoming.
15. Parties in Interest: The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective entities, personal representatives, heirs, successors, and assigns of the Parties. Nothing in this Agreement, expressed or implied, is intended to confer upon any Party, other than the Parties hereto, and their respective entities, personal representatives, heirs, successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided herein.

16. Counterparts: This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument representing the Agreement between the Parties.

**Testimonium and Signatures**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

CAMPBELL COUNTY HOSPITAL DISTRICT

By: \_\_\_\_\_  
Chief Executive Officer  
501 S. Burma Avenue  
Gillette, WY 82716

Campbell County School District

By: \_\_\_\_\_

Its: \_\_\_\_\_

## APPENDIX 1

### SCOPE OF WORK

#### Audiology Services

1. CCSD desires Audiology services.
2. Subject to obtaining a release of information, CCH will provide Audiology services.

#### Compensation For Audiology Services

1. CCSD will pay CCH for the following Audiology costs per test. Testing may include, but is not limited to the following.
  - a. Audiogram \$100
  - b. Immitance Testing \$45
  - c. Visual Reinforcement/Conditioning Testing \$130
  - d. Otoacoustic Emissions Screening \$75
  - e. Comprehensive Audiometry \$43
  - f. Tympanometry \$19

Once the CCSD limit of \$10,000 until June 30, 2022 is met, services will be pre-approved on a case by case basis.

## APPENDIX 2

### STANDARDS FOR PRIVACY OF INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

Pursuant to Section 9 of the Agreement this Appendix sets forth the terms and conditions governing the receipt and disclosure of Protected Health Information (“PHI”). The Party that receives PHI shall be referred to as the “Receiving Party” and the Party that owns the PHI shall be referred to as the “Owning Party”. Unless otherwise provided for herein, the terms defined in the Agreement shall also apply to this Appendix.

#### 1. PERMITTED USES AND DISCLOSURES OF PHI

1.1. Services. The performance of this Audiology Services Agreement may involve the use and disclosure of PHI. Except as otherwise specified, the Receiving Party may make any and all uses of PHI necessary to perform its obligations for which the information was released to it. All other uses not authorized by this Agreement are prohibited. The Receiving Party may disclose PHI for the purposes authorized by this Agreement only, (1) to its Personnel, in accordance with Section 2.1.9; (2) as directed by the Owning Party; or (3) as otherwise permitted by the terms of this Appendix including, but not limited to, Section 1.2.2 below.

1.2. Business Activities of A Receiving Party. The Receiving Party may:

1.2.1. Use the PHI in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of the Receiving Party provided that such uses are permitted under state and federal confidentiality laws.

1.2.2. Disclose the PHI in its possession to third parties for the purpose of its proper management and administration or to fulfill any present or future legal responsibilities of the Receiving Party, provided that the Receiving Party represents to the Owning Party, in writing, that (i) the disclosures are required by law, as provided for in 45 CFR §164.501 or (ii) the Receiving Party has received from the third party written assurances regarding its confidential handling of such PHI as required under 45 CFR §164.504(e)(4).

1.3. Additional Activities of A Receiving Party. In addition to using the PHI to perform the Services set forth in Section 1.1 of this Agreement, a Receiving Party may:

1.3.1. Aggregate the PHI in its possession with the PHI of other Covered Entities that the Receiving Party has in its possession through its capacity as a business associate to the other Covered Entities provided that the purpose of such aggregation is to provide the Owning Party with data analyses relating to the Health Care Operations of the Owning Party. Under no circumstances may the Receiving Party disclose PHI of the Owning Party to another Covered Entity absent the explicit written authorization of the Owning Party.

1.3.2. De-identify any and all PHI provided that the de-identification conforms to the requirements of 45 CFR §164.514(b), and further provided that the Owning Party maintains the documentation required by the regulations, which may be in the form of a written assurance from the Receiving Party. Pursuant to 45 CFR §164.502(d)(2), de-identified information does not constitute PHI and is not subject to the terms of this Appendix.

## 2. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

2.1. Responsibilities of the Receiving Party. The Receiving Party agrees to:

- 2.1.1. Use and/or disclose the PHI only as expressly permitted or required by this Appendix or as otherwise required by law.
- 2.1.2. Use and/or disclose the minimum amount of PHI necessary to accomplish the intended purpose of the use or disclosure.
- 2.1.3. Make available the PHI to the individual who is the subject of the health information for (i) inspection and/or copying or (ii) amendment as required by HIPAA regulations or otherwise required by law.
- 2.1.4. Not use or disclose the PHI in a manner that would violate the regulations if done by the Owning Party itself.
- 2.1.5. Use appropriate safeguards to ensure that all PHI is used or disclosed only as authorized under HIPAA and this Appendix.
- 2.1.6. Report to the Owning Party, in writing, any use and/or disclosure of the PHI that is not permitted or required by this Appendix of which the Receiving Party becomes aware within ten (10) days of the Receiving Party's discovery of such unauthorized use and/or disclosure.
- 2.1.7. Mitigate, to the extent practicable, any harmful effect that is known to the Receiving Party of a use or disclosure of PHI by the Receiving Party in violation of the requirements of this Agreement.
- 2.1.8. Correct and incorporate any corrections or amendments to PHI, when notified by Owning Party that such PHI is inaccurate or incomplete.
- 2.1.9. Require all of its subcontractors and agents that receive, use or have access to PHI under this Agreement to agree, in writing, to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to the Receiving Party pursuant to this Appendix.
- 2.1.10. Make available to the Secretary of the U.S. Department of Health and Human Services and/or the secretary's authorized representatives, this Agreement and all books, documents, and records related to the use and disclosure of PHI received from



the Owning Party. Such access shall only be sought by individuals or agencies duly authorized by the secretary and only in accordance with the criteria delineated under HIPAA and any regulations thereto.

- 2.1.11. Make available, upon prior written request, during normal business hours at Receiving Party's office all records, books, agreements, policies and procedures relating to the use and/or disclosure of PHI to the Owning Party within thirty (30) days for purposes of enabling the Owning Party to determine the Receiving Party's compliance with the terms of this Agreement and the Privacy Rule.
  - 2.1.12. Provide an accounting of PHI disclosures as required by the HIPAA regulations. Receiving Party also agrees to document such PHI disclosures as would be required by the Owning Party to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
  - 2.1.13. Within 45 days of receiving a written request from the Owning Party, provide the Owning Party such information as is requested by the Owning Party to permit the Owning Party to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 CFR §164.528.
  - 2.1.14. Upon termination of this Agreement for any reason, the Receiving Party shall either (i) return to the Owning Party any and all PHI received that the Receiving Party still maintains in any form, or (ii) destroy any and all PHI received that the Receiving Party still maintains in any form. Upon termination of this Agreement, the Receiving Party shall not maintain, in any form, any PHI received hereunder. This shall not preclude the Receiving Party from maintaining sufficient information solely to permit timely billing and to meet record retention requirements, provided that such information be returned or destroyed as provided herein once those needs have been met, and provided that the protections of HIPAA and this Agreement are extended until such time as such information is returned or destroyed.
  - 2.1.15. Make available all PHI pursuant to the regulations, for inspection or copying of the proposed privacy regulations.
- 2.2. Responsibilities of the Owning Party. With regard to the use and/or disclosure of PHI by the Receiving Party, the Owning Party agrees to:
- 2.2.1. Inform the Receiving Party of any changes in the form of notice of privacy practices (the "Notice") that the Owning Party provides to individuals pursuant to 45 CFR §164.520, and provide the Receiving Party a copy of the Notice currently in use.
  - 2.2.2. Inform the Receiving Party of any changes in, or withdrawal of, the consent or authorization provided to Owing Party by individuals pursuant to 45 CFR §164.506 or 45 CFR §164.508.
  - 2.2.3. Correct PHI, if acceptable by Owing Party, and make a reasonable effort to notify other entities, including Receiving Party, of such correction.

2.2.4. Notify the Receiving Party, in writing and in a timely manner, of any arrangements permitted or required of the Owning Party under 45 CFR parts 160 and 164 that may impact in any manner the use and/or disclosure of PHI by the Receiving Party, including, but not limited to, restrictions on use and/or disclosure of PHI as provided for in 45 CFR §164.522.

2.2.5. Allow the Receiving Party to make any use and/or disclosure of PHI permitted under 45 CFR §164.512 except uses and/or disclosure for research are not permitted without prior approval by the Owning Party.

### 3. TERMINATION

3.1. Termination by Owning Party. As provided for under 45 CFR §164.504(e)(2)(iii), the Owning Party may immediately terminate this Agreement and any related agreements if the Owning Party makes the determination that the Receiving Party has breached a material term of this Appendix. Alternatively, the Owning Party may choose to: (i) provide the Receiving Party with ten (10) days written notice of the existence of an alleged material breach; and (ii) afford the Receiving Party an opportunity to cure the alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within thirty- (30) days, the Receiving Party must cure the breach to the satisfaction of the Owning Party within forty-five (45) days. In the event the Receiving Party's fails to cure within forty-five (45) days the Owning Party shall immediately terminate this Agreement. If it is determined that neither termination nor cure are feasible, the Owning Party shall report the violation to the Secretary of Health and Human Services.

3.2. Termination by Receiving Party. If the Receiving Party makes the determination that a that the Owning Party has breached a material term of this Appendix, the Receiving Party may terminate this Agreement upon thirty- (30) days written notice to the Owning Party. The Receiving Party agrees, however, to cooperate with the Owning Party to find a mutually satisfactory resolution to the matter prior to terminating this Agreement.

3.3. Effect of Termination. In the event this Agreement is terminated pursuant to Section 3 of this Appendix, the Receiving Party agrees to return or destroy all PHI created and received from the Owning Party pursuant to 45 CFR §164.504(e)(2)(I), if feasible to do so; provided, however, that prior to returning or destroying PHI, the Receiving Party recovers any PHI in the possession of its contractors, subcontractors or agents. The Receiving Party shall not retain copies of PHI.

3.3.1. If the Receiving Party chooses to destroy the PHI, it shall certify to the Owning Party that it has done so.

3.3.2. If it is not feasible for the Receiving Party to return or destroy said PHI, the Receiving Party shall, in writing, notify the Owning Party stating that: (1) the Receiving Party has

determined that it is infeasible to return or destroy the PHI in its possession, and (2) the specific reasons for such determination. In which event the Receiving Party shall extend any and all protections, limitations and restrictions contained in this Appendix to the Receiving Party's use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible. In the event it is infeasible for the Receiving Party to obtain from its subcontractors or agents any PHI in the possession of the subcontractor or agent, the Receiving Party must provide a written explanation to the Owing Party and require its contractors, subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Appendix to the contractor', subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

4. REMEDIES. In addition to the other remedies provided for herein or by law, The Owing Party may seek an injunction to prevent a breach or prevent further breaches of the this Appendix by the Receiving Party without posting a bond.

5. MISCELLANEOUS

5.1. Survival. The respective rights and obligations of the Receiving Party and the Owing Party under the provisions of Sections 3.3 and 6.2 and Section 2.1 of this Appendix, solely with respect to PHI that the Receiving Party retains in accordance with Section 3.3, because it is not feasible to return or destroy such PHI, shall survive termination of this Agreement indefinitely.

The Parties agree to take such action as is necessary to amend this Appendix from time to time, as is necessary for Owing Party to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act (HIPAA).