

**AMENDMENT ONE TO THE CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION
AND
LARAMIE COUNTY COMMISSIONERS AS GOVERNING BODY FOR THE LARAMIE
COUNTY COURT SUPERVISED TREATMENT PROGRAM**

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Department of Health, Behavioral Health Division (Agency), whose address is: 122 West 25th Street, Herschler Building 2 West, Suite B, Cheyenne, Wyoming 82002 and Laramie County Commissioners as Governing Body for the Laramie County Court Supervised Treatment Program (Subrecipient), whose address is: 309 West 20th Street, Cheyenne, Wyoming 82001. This Amendment pertains to the Mental Health and Substance Abuse Services section of the Agency.
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Contract between the Agency and the Subrecipient. The purpose of this Amendment is to: a) increase the total Contract dollar amount by one hundred ninety-seven thousand, seven hundred dollars (\$197,700.00) to three hundred forty-nine thousand, nine hundred dollars (\$349,900.00); b) extend the term of the Contract through October 20, 2026; and c) amend the responsibilities of the Subrecipient.

The original Contract, dated August 28, 2024, required the Subrecipient to address opioid use disorder (OUD) and stimulant use disorders in Laramie County by providing medication-assisted treatment and other evidence-based treatment and recovery services for a total Contract amount of one hundred fifty-two thousand, two hundred dollars (\$152,200.00) with an expiration date of October 15, 2025.

3. **Term of the Amendment.** This Amendment shall commence on September 30, 2025, or upon the date the last required signature is affixed hereto, whichever is later (Effective Date), and shall remain in full force and effect through the term of the Contract, as amended, unless terminated at an earlier date pursuant to the provisions of the Contract, or pursuant to federal or state statute, rule, or regulation.
4. **Amendments.**
 - A. The second sentence of Section 4(A) of the original Contract is hereby amended to read as follows:

“Total payment under this Contract shall not exceed three hundred forty-nine thousand, nine hundred dollars (\$349,900.00).”
 - B. Section 3 of the original Contract is hereby amended to read as follows:

“This Contract is effective when all parties have executed it (Effective Date). The Performance Period of the Contract is from September 30, 2024 through October 20, 2026. All services shall be completed during this Performance Period. Notwithstanding the foregoing sentences, Subrecipient must spend all funds under this Contract by September 29, 2026.”

C. Section 4(B) of the original Contract is hereby amended to read as follows:

“B. The maximum amount of federal funds provided under the federal State Opioid Response Grant, Assistance Listing Number 93.788, shall not exceed three hundred forty-nine thousand, nine hundred dollars (\$349,900.00).”

5. **Amended Responsibilities of the Subrecipient.** Responsibilities of the Subrecipient are hereby amended as follows:

A. As of the Effective Date of this Amendment, Attachment A, Statement of Work, which was attached to the original Contract, is superseded and replaced by Attachment A1, Amended Statement of Work, which is attached to this Amendment and incorporated into the original Contract by this reference. All references to “Attachment A” in the original Contract, and in any amendments thereto, are amended to read: “Attachment A1”.

B. As of the Effective Date of this Amendment, Attachment C, Invoice, which was attached to the original Contract, is superseded and replaced by Attachment C1, Amended Invoice, which is attached to this Amendment and incorporated into the original Contract by this reference. All references to “Attachment C” in the original Contract, and in any amendments thereto, are amended to read: “Attachment C1”.

C. As of the Effective Date of this Amendment, Attachment D, Data Management Plan, which was attached to the original Contract, is superseded and replaced by Attachment D1, Amended Data Management Plan, which is attached to this Amendment and incorporated into the original Contract by this reference. All references to “Attachment D” in the original Contract, and in any amendments thereto, are amended to read: “Attachment D1”.

D. Section 5 of the original Contract is hereby amended to add Subsection E, which reads as follows:

“E. Follow the additional duties outlined in Attachment E, Contingency Management, which is incorporated into this Contract by this reference.”

E. Attachment E, Contingency Management, is attached to this Amendment and incorporated into the original Contract by this reference.

6. **Amended Responsibilities of the Agency.** Responsibilities of the Agency have not changed.

7. **Special Provisions.**

A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Contract, and any previous amendments, between the Agency and the Subrecipient, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

- B. Counterparts.** This Amendment 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 Amendment. Delivery by the Subrecipient of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

8. General Provisions.

- A. Entirety of Contract.** The original Contract, consisting of ten (10) pages; Attachment A, Statement of Work, consisting of twelve (12) pages; Attachment B, Business Associate Agreement, Consisting of six (6) pages; Attachment C, Invoice, consisting of one (1) page; Attachment D, Data Management Plan, consisting of eight (8) pages; this Amendment One, consisting of four (4) pages, Attachment A1, Amended Statement of Work, consisting of twelve (12) pages; Attachment C1, Amended Invoice, consisting of one (1) page; Attachment D1, Amended Data Management Plan, consisting of eleven (11) pages, and Attachment E, Contingency Management, consisting of five (5) pages represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

AGENCY:

Wyoming Department of Health, Behavioral Health Division

Stefan Johansson, Director
Wyoming Department of Health

Date

Ragen Latham, Interim Senior Administrator
Behavioral Health Division

Date

SUBRECIPIENT:

Laramie County Commissioners as Governing Body for the Laramie County Court Supervised Treatment Program

Signature

Date

Printed Name and Title

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



#250525

Chandler Pauling, Assistant Attorney General

08.13.25

Date

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

8-21-25



Amended Statement of Work (SOW)
Wyoming Department of Health, Behavioral Health Division (Agency)
Services to be provided by Laramie County Commissioners as Governing Body for the Laramie
County Court Supervised Treatment Program (Subrecipient)
The Performance Period of the Contract is from September 30, 2024 through October 20, 2026.
The period in which the Subrecipient must spend funds runs through
September 29, 2026.

I. Background/Introduction

Wyoming is a recipient of the Federal State Opioid Response (SOR) Grant to address the opioid and stimulant crisis by increasing access to medication-assisted treatment using the three (3) Food and Drug Administration (FDA) approved medications for the treatment of opioid use disorder, reducing unmet treatment needs, and reducing overdose-related deaths through the provision of prevention, treatment, and recovery activities.

II. Purpose

To set forth the terms and conditions by which the Subrecipient shall address opioid use disorder (OUD) and stimulant use disorders (StUD) in Laramie County by providing medication-assisted treatment and other evidence-based treatment and recovery services.

III. Definitions

- A. **Behavioral Health Management System (BHMS)** refers to the Agency-designated data system used by the Agency to collect client-level demographic and treatment data and service data.
- B. **Discharge** means completion of a discharge GPRA administered face-to-face, through telehealth, or by phone when the previous two (2) methods are not feasible for a Participant who has left the program. A routine discharge is when the Participant has successfully completed the program. A non-routine/administrative discharge is when the Participant has stopped reporting to the program or can no longer be located.
- C. **Federal Oversight Authority** means the sector within the U.S. Department of Health and Human Services that serves as the oversight authority for the State Opioid Response (SOR) grant.
- D. **Follow-up** means a follow-up GPRA administered face-to-face, through telehealth, or by phone when the previous two (2) methods are not feasible.
- E. **Government Performance and Results Act (GPRA)** was enacted in 1993 to monitor and improve government performance. This act requires federal funding recipients to collect and report data.
- F. **GPRA tool** means the Web Infrastructure for Treatment Services (WITS) that collects data on Participants' behavior, activities, and outcomes.

- G. **Graduation rate** means the rate of treatment completed among the number of Participants who leave the program as recorded in BHMS. The denominator includes Treatment Complete, Against Medical Advice, No Show, Other, Unknown, and Terminated by Facility. Excluded in the denominator are those who leave because of death, incarceration, recommended for another level of care, or transferred out of the program for medical reasons.
- H. **Intake** means an intake GPRA administered face-to-face, through telehealth, or by phone when the previous two (2) methods are not feasible. It is imperative the Subrecipient begins to collect GPRA data on each Participant as soon as possible after the Participant's intake assessment.
- I. **Non-Medication Opioid Use Treatment (Non-Med)** is defined as the service array listed below as it refers to substance use disorder therapies that do not involve the use of medications to support recovery. Services recorded under Non-Med do not include case finding, documentation or other administrative activities, internal agency meetings, meetings about a Participant unless the Participant is present, social or recreational activities, companionship or attendant care, staff travel time, training, or skill training. Only direct, therapeutic contact with the Participant qualifies under this service category.
1. **Care Coordination** means the supervision of interdisciplinary care by bringing together the different specialists who work with the Participant, monitoring and evaluating the care provided, and recommending modifications to care.
 2. **Case Management** means activities guided by a Participant's treatment plan, as determined by the Participant's primary therapist, which bring services, resources, and people together within a planned framework of action toward the achievement of established treatment goals, including wrap-around services. Case Management activities include, but are not limited to, advocacy, care management, crisis intervention, linkage with community services and resources, monitoring and Follow-up, and referral.
 3. **Clinical Assessment** means a written evaluation describing a Participants' status, consisting of, at minimum: a description of the presenting problems, a summary of the history of the presenting problems and prior treatment, relevant family and social data, medical data including significant physical problems and medications being used, a diagnostic summary which gives the therapist's or counselor's analysis and interpretation, and a diagnosis or diagnostic impression.
 4. **Counseling** means individual, family, or group therapy directly associated with the treatment of OUD that is provided by a person licensed or certified in Wyoming to provide psychotherapeutic services. This may include outpatient, intensive outpatient, and day treatment.

5. **Peer Specialist Services** means peer-to-peer services, individually or in a group, working directly with a Participant to help implement a treatment plan, build hope, share positive growth, and remain in treatment.
- J. **Medication-Assisted Treatment (MAT)** means the administration of FDA-approved medications for the treatment of OUD consistent with a clinical assessment and includes these three (3) components:
1. **Prescription medication** approved by the FDA and Federal Oversight Authority for treatment of OUD, which are listed as MAT here:
<https://www.fda.gov/drugs/information-drug-class/information-about-medications-opioid-use-disorder-moud>
 2. **Prescriber services** must comply with all federal guidelines, including Section 1262 of the Consolidated Appropriations Act, 2023.
 3. **Medication management**, including prescription monitoring, monitoring for the effects of OUD medication, and other medication-related services provided by or under the direct supervision of a psychiatrist, physician, advanced practice registered nurse, physician assistant, registered nurse, or licensed practical nurse.
- K. **Medication Opioid Use Disorder (MOUD) Treatment** is defined as a whole-patient approach to treat OUD and includes all of the required service array described below. Telehealth and mobile applications may be utilized to provide these services to increase capacity to support OUD. Services recorded as MOUD do not include case finding, documentation, or other administrative activities, internal Agency meetings, meetings about a Participant unless the Participant is present, social or recreational activities, companionship or attendant care, staff travel time, training, or skill training. Only direct, therapeutic contact with the Participant qualifies under this service category.
1. **Care Coordination** as defined in Section III.I.1.
 2. **Case Management** as defined in Section III.I.2.
 3. **Clinical Assessment** as defined in Section III.I.3.
 4. **Counseling** as defined in Section III.I.4.
 5. **MAT Services** means utilizing medication, as described in Section III. J. Medication-Assisted Treatment (MAT), in conjunction with counseling, behavioral therapies, and other OUD treatment services.
 6. **Peer Specialist Services** as defined in Section III.I.5.

- L. **Participant** means an individual diagnosed with OUD, StUD, with a demonstrated history of opioid overdose enrolled in MAT, or with a demonstrated history of stimulant overdose enrolled in services under this Grant program. Services provided under the Contract require Participant consent, including court-ordered Participants.
- M. **Per Member Per Month (PMPM)** means the rate paid for each Participant who receives treatment and recovery services consistent with the terms of this Contract during the month, inclusive of program management responsibilities for state and federal reporting.
- N. **Recovery Housing** means housing centered on peer support and a connection to services that promote long-term recovery. Recovery housing must be a safe, healthy, family-like, substance-free living environment (substance-free does not prohibit prescribed medications taken as directed by a licensed practitioner), and certified or established as a recognized model.
- O. **Recovery Supports** means services and supports provided to increase a Participant's sustained health and resilience and increase the Participant's access to housing, employment, or education. Recovery services approved under this Contract include:
1. Peer support for recovery;
 2. Recovery coaching;
 3. Vocational training, employment support;
 4. Transportation (limited to public transportation unless other modes or activities are approved by the Federal Oversight Authority);
 5. Childcare (provided during the receipt of services);
 6. Linkages to legal services (may not pay for legal services);
 7. Temporary housing supports (e.g., application fees, deposits, rental assistance, utility deposits, and utility assistance);
 8. Dental kits (limited to toothpaste, toothbrush, dental floss, non-alcohol mouthwash, and educational information); and
 9. Hygiene kits.

Recovery supports not listed above must be pre-approved by the Agency for reimbursement of costs.

- P. **Stimulant Use Disorder (StUD) Services** are defined as the required service array included below. Telehealth and mobile applications may be utilized to provide

these services to increase the capacity to support individuals with StUD. Services recorded under StUD do not include case finding, documentation or other administrative activities, internal agency meetings, meetings about a Participant unless the Participant is present, social or recreational activities, companionship or attendant care, staff travel time, training, or skill training. Only direct, therapeutic contact with the Participant qualifies under this service category.

1. **Care Coordination** as defined in Section III.I.1.
 2. **Case Management** as defined in Section III.I.2.
 3. **Clinical Assessment** as defined in Section III.I.3.
 4. **Contingency Management** (CM) is a type of behavioral therapy in which Participants are reinforced or rewarded for evidence of positive behavioral change. CM may be included, but is not a required service.
 - i. For programs including CM as a component of the treatment program, Participants may not receive contingencies totaling more than \$750 per Contract year.
 - ii. Subrecipient must follow all requirements of CM as outlined in Attachment D.
 5. **Counseling** means individual, family, or group therapy directly associated with the treatment of Stimulant Use Disorders that is provided by a person licensed or certified in Wyoming to provide psychotherapeutic services. This may include outpatient, intensive outpatient, and day treatment.
 6. **Peer Specialist Services** as defined in Section III.I.5.
- Q. **Telehealth** (also known as telemedicine) means the use of telecommunication technology and evidence-based practices to deliver treatment and recovery services.
- R. **Warm Hand-off** is a transfer of medical responsibility between two (2) or more healthcare providers that is ideally conducted in person, in front of the patient (and family if present). Video conferencing or telehealth may also be appropriate for individuals transitioning out of institutional settings. The Warm Handoff should ensure the coordination of the transfer of responsibility for the person's ongoing care and continued treatment service needs.
- S. **Web Infrastructure for Treatment Services (WITS)** is an online platform that provides the ability for subrecipients to submit required data sets.

IV. Scope of Work Subrecipient shall:

- A. Implement a service delivery model that enables the full spectrum of treatment and recovery support services that facilitate positive treatment outcomes and long-term recovery from OUD.
- B. Implement a service delivery model that enables the full spectrum of treatment and recovery support services that facilitate positive treatment outcomes and long-term recovery from StUD.
- C. Make services defined under Section III.I., Non-Medication Opioid Use Treatment (Non-Med), Section III.J., Medication-Assisted Treatment (MAT), Section III.K. Medication Opioid Use Disorder Treatment (MOUD), and Section III.P. Stimulant Use Disorder (StUD) Services, readily available to Participants, consistent with clinical assessments and Participant consent.
- D. Make services defined under Section III.N., Recovery Housing, and Section III.O., Recovery Supports, available to Participants based on financial need, clinical need, and Participant consent.
- E. Ensure voluntary participation in services. Upon request, provide the Agency with a copy of the privacy, consent, and other admission forms. Revise forms and policies, as necessary, to meet the confidentiality and Participant protection requirements of the SOR Grant.
- F. Coordinate with the community to ensure potential Participants pending release from prison, jail, emergency room, hospitalization, and residential treatment are provided a warm hand-off into MOUD, Non-Med, MAT, or StUD.
- G. Provide treatment transition and coverage for individuals reentering communities from criminal justice settings or other rehabilitative settings.
- H. Utilize evidence-based services and practices appropriate to the treatment of OUD and StUD. Utilize practices likely to retain Participants in treatment for as long as practicable to reduce the likelihood of Participants returning to using or experiencing overdose. Practices may include using Telehealth and mobile applications designed to support MOUD or stimulant use disorder services.
- I. Participate in Agency and Federal Oversight Authority evaluation activities.
- J. Provide access to human immunodeficiency virus (HIV) and viral hepatitis testing as clinically indicated and refer to appropriate treatment provided to those testing positive. Vaccination for hepatitis A and B should be provided or referral made for the same as clinically indicated.
- K. Ensure necessary training and supplies related to starting or maintaining services provided under the Contract are acquired, including safe storage of medications, staff training, and all Drug Enforcement Agency (DEA) and Federal Oversight Authority requirements.

- L. Report any sentinel event within one (1) business day to the Agency's Mental Health and Substance Abuse Section Administrator or designee via telephone and follow up in writing. A sentinel event is any death or serious physical or psychological injury to a Participant or to a Participant who has left the program within the past thirty (30) days.
- M. Report GPRA data within the WITS system using the required Center for Substance Abuse Treatment (CSAT) GPRA Modernization Act Discretionary Services Tools, which can be found at <https://www.samhsa.gov/grants/gpra-measurement-tools/csat-gpra/csat-gpra-discretionary-services>, and are incorporated into the Contract by this reference. Data will be collected at three (3) data collection points: intake to services, six (6) month Follow-ups, and discharge.
 - 1. GPRA data at intake/admission, residential programs must collect GPRA data on each Participant as soon as possible after assessment, but no later than three (3) days after the Participant officially enters the substance abuse treatment program. All types of outpatient programs must collect GPRA data on each Participant as soon as possible after assessment or intake, but no later than four (4) days after the Participant officially enters the substance abuse treatment program.
 - 2. The six-month Follow-up data must be collected and reported during the follow-up interview window, which is five to eight (5-8) months after the initial GPRA intake date. Follow-up data is required to be collected on all Participants, regardless of whether a Participant drops out of the program. When a Subrecipient cannot follow up on a Participant, the Subrecipient must use the GPRA tool to report that information. The minimum full completion targeted follow-up rate is eighty percent (80%).
 - 3. A discharge should be completed for every Participant based on the Subrecipient's policy on discharges. If the Subrecipient does not have a discharge policy, a discharge shall be completed for all Participants for whom thirty (30) days have elapsed from the time of last service.
- N. Pursue the following goals:
 - 1. Conduct six-month Follow-ups utilizing GPRA protocols to maintain an eighty percent (80%) six (6) month Follow-up rate as calculated in the GPRA reporting tool.
 - 2. Utilize the Daily Living Activities (DLA-20) Functional Assessment tool, or, as applicable, the DLA Functional Assessment tool, Youth Version, at admission, every ninety (90) days or more frequently as necessary, and at discharge for all Participants, age six (6) years and above, receiving mental health or substance use disorder services under the Contract.

3. Provide treatment and recovery support services to a goal of nine (9) Participants diagnosed with OUD and six (6) Participants diagnosed with stimulant use disorder monthly during the term of this agreement. Services shall be delivered in accordance with evidence-based practices and shall prioritize timely engagement, retention, and measurable outcomes related to recovery and overall well-being.
- O. Each PMPM payment is intended to fully cover all services provided as described within one of the following four service bundles: Non-Med, MAT, MOUD, and StUD. Third-party payers, including but not limited to Medicaid, private insurance, and BHC Full, may be billed only for services that fall outside the scope of or are not included in the defined and billed service bundle. Subrecipient must ensure that all billing complies with payer policies and avoids duplication of payment.
- P. Maintain financial accounting records and documents for seven (7) years in accordance with Generally Accepted Accounting Principles (GAAP) and provide financial reports as requested by the Agency. Accounting may include ten percent (10%) indirect costs. Maintain financial records that support all services and reports submitted to the Agency.
- Q. In the event that funds for service provision under this Contract are exhausted, Subrecipient shall provide continuation of treatment to current Participants or work with the Agency to facilitate a warm hand-off to another program, ensuring uninterrupted care.
- R. Effectively manage the allocated funds throughout the term of the Contract to ensure the provision of services as outlined. This includes proactively monitoring expenditures and making adjustments as necessary to ensure services are maintained for the full Performance Period.
- S. Services provided under the Contract may not be denied or delayed because of a Participant's inability to pay, because of the Participant's place of residence in Wyoming, or participation in any other state or federal programs.
- T. Provide services with the input of people in recovery from OUD and StUD in the planning and implementation of the way services are provided.
- U. Stimulant services that include CM must follow all federal guidelines, including incentive cost limitations. No additional reimbursement shall be provided for CM services.
- V. Cooperate with the Ombudsman program in any investigation and resolution of complaints concerning consumer access to services conducted through the Ombudsman office.

W. Maintain written policies and procedures for the filing and determination of grievances by employees, Participants, and community human service agencies. These policies and procedures shall be available to the Agency upon request.

X. Withholding of Funds

1. Failure to deliver contracted services, meet performance targets, or submit deliverables as outlined in this Contract may result in one (1) or more of the following actions at the Agency's discretion:
 - a. Reduction or withholding of payment(s) until the matter is resolved;
 - b. Issuance of Corrective Action Plan (CAP)
 - i. Failure to implement the CAP shall result in the withholding of payment(s), termination of the Contract or both.

V. **Deliverables**

TOTAL PAYMENT UNDER THIS SOW NOT TO EXCEED THREE HUNDRED FORTY-NINE THOUSAND, NINE HUNDRED DOLLARS (\$349,900.00).

Total Payment from September 30, 2024 through September 29, 2025 not to exceed one hundred fifty-two thousand, two hundred dollars (\$152,200.00).

Total payment from September 30, 2025 through September 29, 2026 not to exceed one hundred ninety-seven thousand, seven hundred dollars (\$197,700.00).

DELIVERABLES	TIMELINE	PAYMENT
A. Program Management	September 30, 2024 – October 20, 2026	Payment integrated into the PMPM reimbursements
1. Record all GPRA measures via WITS.		
2. Provide additional information to the Agency as requested.		
3. Adhere to Attachment D1, Amended Data Management Plan.		
4. Submit a complete and accurate Attachment C1, Amended Invoice, with sufficient supporting documentation, no later than the twentieth (20 th) day of the following month of service.		
5. If approved to implement CM, incentive documentation must be provided with the monthly invoice for reimbursement.		

DELIVERABLES	TIMELINE	PAYMENT
B. Opioid Treatment	September 30, 2024 – September 29, 2025	Estimated reimbursement \$96,600.00
	September 30, 2025 – September 29, 2026	Estimated reimbursement \$129,600.00
B.1 Provide MOUD		
1. Institute an evidence-based model appropriate for the population of focus that results in the timely delivery of Section III.K., Medication Opioid Use Disorder (MOUD) Treatment. The focus population must include individuals with OUD, including transitional-aged youth and those released from prison, jails, emergency rooms, hospital stays, and residential treatment.		PMPM September 30, 2024 – September 29, 2025: \$1,150.00 September 30, 2025 – September 29, 2026 \$1,200.00
2. Provide MOUD to all enrolled Participants for as long as practicable and medically appropriate.		
3. Accomplish the GPRA reporting requirements listed in Section IV.M. and Attachment D1, Amended Data Management Plan.		
4. Report all services listed under Section III.K., Medication Opioid Use Disorder (MOUD) Treatment, to the SOR agency code in BHMS, in accordance with Attachment D1, Amended Data Management Plan.		
B.2 Provide MAT		
1. Institute an evidence-based model appropriate for the population of focus that results in the timely delivery of Section III.J., Medication-Assisted Treatment (MAT). The focus population must include individuals with OUD, including transitional-aged youth and those released from prison, jails, emergency rooms, hospital stays, and residential treatment.		PMPM September 30, 2024 – September 29, 2025: Not Applicable September 30, 2025 – September 29, 2026 \$450.00
2. Provide MAT to all enrolled Participants for as long as practicable and medically appropriate.		
3. Accomplish the GPRA reporting requirements listed in Section V.M. and Attachment D1, Amended Data Management Plan.		

4. Report all services listed under Section III.J., Medication-Assisted Treatment to the SOR agency code in BHMS, in Attachment D1, Amended Data Management Plan.		
B.3 Provide Non-Med		
1. Institute an evidence-based model appropriate for the population of focus that results in the timely delivery of Section III.I., Non-Medication Treatment (Non-Med). The focus population must include individuals with OUD, including transitional-aged youth and those released from prison, jails, emergency rooms, hospital stays, and residential treatment.		PMPM September 30, 2024 – September 29, 2025: Not Applicable September 30, 2025 – September 29, 2026 \$750.00
2. Provide Non-Med Treatment to all enrolled Participants for as long as practicable and medically appropriate.		
3. Accomplish the GPRA reporting requirements listed in Section IV.M. and Attachment D1, Amended Data Management Plan.		
4. Report all services listed under Section III.I., Non-Medication Treatment (Non-Med) to the SOR agency code in BHMS, in accordance with Attachment D1, Amended Data Management Plan.		
DELIVERABLES	TIMELINE	PAYMENT
C. Stimulant Treatment	September 30, 2024 – September 29, 2025	Estimated reimbursement \$51,000.00
	September 30, 2025 – September 29, 2026	Estimated reimbursement \$61,200.00
C.1 Provide StUD		
1. Institute processes that result in the timely delivery of Section III.P., Stimulant Use Disorder Services (StUD), to participants with stimulant use disorders, including those released from prison, jails, emergency rooms, hospital stays, and residential treatment.	PMPM: \$850.00 CM PMPM: \$900.00	PMPM September 30, 2024 – September 29, 2025: \$850.00
2. If using Contingency Management, must follow all requirements as outlined in Section IV and any additional guidance provided by the Federal Oversight Authority. Participant payments for CM are included in the CM PMPM.		September 30, 2025 – September 29, 2026 PMPM: \$850.00 CM PMPM: \$900.00

3. Provide StUD services to all enrolled Participants for as long as practicable and medically appropriate.		
4. Accomplish the GPRA reporting requirements listed in Section IV.M. and Attachment D1, Amended Data Management Plan.		
5. Report all services listed under Section III.P., Stimulant Use Disorder Services (StUD), to the SOR agency code in BHMS, in accordance with Attachment D1, Amended Data Management Plan.		
DELIVERABLES	TIMELINE	PAYMENT
D. Recovery Supports	September 30, 2024 – September 29, 2025	Payment shall not exceed \$4,600.00
	September 30, 2025 – September 29, 2026	Payment shall not exceed \$6,900.00
1. Provide Recovery Supports for the direct benefit of enrolled Participants based on financial and clinical need.		
2. Reimbursed for actual and approved expenses incurred. Must be supported by appropriate documentation, including itemized receipts.		

VI. Changes to Statement of Work

Subrecipient shall submit a written request to the Agency if changes to this SOW are desired. The request shall include the changes being requested and the reason for the changes. The Agency shall review the request and any additional information the Agency may request regarding the changes and provide the Subrecipient with written notice of acceptance or denial of the request within thirty (30) days.

In the event it is determined by the Agency that a change to this SOW is required, an amendment shall be made to the Contract in accordance with Section 8.A. of the Contract.

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Subgrantee: Laramie County Commissioners as Governing Body for the Laramie County Court Supervised Treatment Program	Invoice Number

Submit To:

Behavioral Health Division, Mental Health and Substance Abuse Services Section BHD.MHSAinvoices@wyo.gov	Invoice Month
Subject Line: SOR 4 Invoice	

<i>Services this Month</i>		<i>Totals</i>
Non-Med	Number of new clients this month	
	Total Enrolled for Participation (for PMPM)	
MAT	Number of new clients this month	
	Total Enrolled for Participation (for PMPM)	
MOUD	Number of new clients this month	
	Total Enrolled for Participation (for PMPM)	
Recovery	Number of OUD clients in recovery services this month	
StUD	Number of new clients this month	
	Total Enrolled for Participation (for PMPM)	
StUD CM	Number of new clients this month	
	Total Enrolled for Participation (for PMPM)	
Recovery	Number of Stimulant clients in recovery services this month	

Current Invoice	Monthly Total
Non-Med PMPM	\$ -
MAT PMPM	\$ -
MOUD PMPM	\$ -
StUD PMPM	\$ -
StUD CM PMPM	\$ -
Recovery Services (Submit all supporting documentation for reimbursement)	\$ -
Total Month Request	\$ -

In order to utilize contingency management as part of the services provided under this Contract, all required documentation must be submitted with each monthly invoice. This documentation must adhere to the specifications outlined in Attachment A1 Amended Statement of Work and Attachment E, Contingency Management.

Failure to submit the required documentation as specified will hold up payment of the invoice until the necessary information is received.

Sign	Date

Subrecipients under the Federal award must certify to the pass-through entity whenever applying for funds, requesting payment, and submitting reports: "I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812." Each such certification must be maintained pursuant to the requirements of § 200.334. This paragraph applies to all tiers of subrecipients.

Attachment D1
Amended Data Management Plan – SOR Grant Only

Acronyms/Definitions:

BHMS:	Behavioral Health Management System
COB:	Close of Business
ESR:	Event Service Record. This is the data set submitted to BHMS that contains the service performed and the unit(s) of time the Participant spent receiving that service.
GPRA Data Tool:	Wyoming's online system for reporting Government Performance and Results Act (GPRA) data to the Substance Abuse and Mental Health Services Administration (SAMHSA).
Interim:	An Interim record is an updated admission record. Interim records are required, at a minimum, every three (3) months for each open SOR Participant or any time key data changes.
Data Unit:	The Behavioral Health Division Data Unit provides training and technical assistance for reporting data using BHMS and the GPRA Data Tool. It also manages the reporting process and data needs for providers and the Agency.
MIS:	Management Information System. Refers to the core demographic, diagnostic, and clinical data set submitted to BHMS. The MIS data can be submitted as an Admit, Discharge, or Interim record set.
OD:	Opioid Use Disorder diagnosis
SOR:	Federal State Opioid Response Grant
PMPM:	Per Member Per Month (PMPM) means the rate paid for each Participant who receives treatment and recovery services consistent with the terms of this Contract during the month, inclusive of program management responsibilities for state and federal reporting.

Data Deliverables:

The table below demonstrates the Contract deliverables due that have not been detailed in other areas of the Contract.

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Amended Data Management Plan – SOR Grant Only

ID	Category	Requirement	Due Date	How to Report	Fidelity/Monitoring
1	Completeness	All Participant records submitted to BHMS using designated SOR agency codes	Annually by October fifteenth (15 th) for the previous federal fiscal year (FFY) (Ex: FFY25 data must be completed and finalized by COB October 15, 2025; FFY26 data must be completed and finalized by COB October 15, 2026)	BHMS: MIS and ESR	Site Review/Desk Audit: Spot Check
2	Completeness	Participant records must have no missing values in required fields	At time of submission	BHMS: MIS and ESR	BHMS Level 1 validation
3	Completeness	Less than five percent (5%) of required fields in a data set, per Participant, can be marked as "unknown" The selection of "unknown" should be a last resort	At time of submission	BHMS: MIS and ESR	BHMS Level 2 validation
4	Completeness	Complete an Interim record at least every three (3) months for each open SOR Participant	Annually by October fifteenth (15 th) for the previous federal fiscal year (FFY) (Ex: FFY25 data must be completed and finalized by COB October 15, 2025; FFY26 data must be completed and finalized by COB October 15, 2026)	BHMS: Upload or manually enter (MIS Interim form)	BHMS Level 3 validation
5	Completeness	Submit the Daily Living Activities (DLA-20) Functional Assessment Tool data set at admission, every ninety (90) days, and at discharge for each SOR Participant	Annually by October fifteenth (15 th) for the previous federal fiscal year (FFY) (Ex: FFY25 data must be completed and finalized by COB October 15, 2025; FFY26 data must be completed and finalized by COB October 15, 2026)	BHMS: Upload or manually enter (MIS form)	BHMS Level 3 validation, DLA-20 tickler list

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6	Completeness	Social Security numbers are required for all Participants. It is permissible to have up to five percent (5%) missing per agency due to immigrant status or similar anomalies	At time of submission	BHMS: Upload or manually enter (MIS Admission form)	BHMS SSN Monitoring Report
7	Timeliness	Submit MIS Admissions, Interims, and Discharges for all SOR Participants in treatment (except drug court participants)	Annually by October fifteenth (15 th) for the previous federal fiscal year (FFY) (Ex: FFY25 data must be completed and finalized by COB October 15, 2025; FFY26 data must be completed and finalized by COB October 15, 2026)	BHMS: Upload or manually enter (MIS forms)	BHMS Level 3 validation
8	Timeliness	Submit ESR's for all SOR Participants in treatment (except drug court participants)	Annually by October fifteenth (15 th) for the previous federal fiscal year (FFY) (Ex: FFY25 data must be completed and finalized by COB October 15, 2025; FFY26 data must be completed and finalized by COB October 15, 2026)	BHMS: Upload or manually enter (ESR form)	BHMS Level 3 validation
9	Timeliness	Submit the DLA-20 data set at admission, every ninety (90) days, and at discharge for each SOR Participants	Annually by October fifteenth (15 th) for the previous federal fiscal year (FFY) (Ex: FFY25 data must be completed and finalized by COB October 15, 2025; FFY26 data must be completed and finalized by COB October 15, 2026)	BHMS: Upload or manually enter (MIS form)	BHMS Level 3 validation, DLA-20 tickler list
10	Accuracy	Monthly reconciliation completed of all SOR MIS & ESR data.	Monthly by the fifteenth (15 th) day, beginning November 15 th , 2025	BHMS: Reports: Monthly Accuracy Report	Less than five percent (5%) difference between Subrecipient's data and BHMS data by required

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					date and as acknowledged through a “Yes” on the Monthly Accuracy Report. If they don’t match, respond with a “No” and send an email to the BHMS helpdesk at wdh-bhd-datasystem-helpdesk@wvo.gov as to why they don’t match and what is being done to correct it
11	Accuracy	Any significant change in data elements for a particular SOR Participant needs to be reported to BHMS via an Interim record	Annually by October fifteenth (15 th) for the previous federal fiscal year (FFY) (Ex: FFY25 data must be completed and finalized by COB October 15, 2025; FFY26 data must be completed and finalized by COB October 15, 2026)	BHMS: Upload or manually enter (MIS Interim form)	Spot check via desk audit or on-site review
12	Accuracy	Invoicing: The data in BHMS must be consistent with the invoiced number of SOR Participants served during the month	To be counted for payment, BHMS data must be entered by the fifteenth (15 th) day of the month following the service. Invoice must be received by the twentieth (20 th) day of the following month	Attachment C1, Amended Invoice	Data in BHMS will be checked to ensure it matches the invoiced amounts. GPRA Data Tool will also be matched against BHMS data
13	User Access	Notify Agency if any Subrecipient staff with access to BHMS leaves employment or no longer requires access or a user role	Immediately	Contact Data Unit	BHMS Login report, Quarterly User Audit

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14	User Access	Respond to quarterly User Audit	Within 1 week of receipt	Contact Data Unit	Spot check via email response
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Completeness:

In addition to the above completeness requirements, there is also an automated process that occurs in BHMS when a Participant has not received any services for more than ninety (90) days: a system generated (auto-discharge) will occur. This mechanism copies the most recent MIS form (which can be an Admit or Interim form) set of data to auto-populate the discharge. It is in the Subrecipient's best interest to limit these as much as possible as it will negatively skew outcomes by the lack of improvement. The Subrecipient can use the Auto-Discharge Report and System Discharged Episodes Report in BHMS to monitor these episodes so that more data can be entered. In cases where an admission record has been submitted to BHMS, but no services were delivered, the system will delete the record.

Timeliness:

Although the data for each federal fiscal year is not technically due until October fifteenth (15th) of the following federal fiscal year, it is highly recommended that accurate and complete data is submitted as early as possible.

Accuracy:

A large portion of accuracy derives from using set definitions for each data element collected by the BHMS data system. The BHMS Data Specification documents listed below define the fields, their rules, and the mechanism to upload or enter the data into BHMS. It is imperative that any persons uploading or entering data into BHMS are well versed in these documents and refer to them regularly.

- a. FY26 MIS Client and Treatment Data Rules
- b. FY26 MIS Master Data Set
- c. FY26 Event Service Record (ESR) Rules
- d. FY26 ESR Master Data Set
- e. FY26 MIS XML Schema
- f. FY26 ESR XML Schema

Another significant portion of accuracy is reconciling what is in BHMS versus the Subrecipient's own data system and records. This is required and is accomplished through signing off on the monthly accuracy report. If discrepancies are found between the Subrecipient's own system and BHMS, it is imperative that the Subrecipient work to remedy these. If the Subrecipient suspects there is an issue within BHMS, contact a member of the Data Unit that supports BHMS.

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BHMS Validation:

Much of the accuracy and quality of the data within BHMS is created through the data definitions and through extensive validation built into the system. There are three (3) levels of validation: Level 1, Level 2, and Level 3.

Level 1 covers field-level validation. This validation goes through the upload file to ensure each of the fields is in the correct format. This includes validating date fields are in date format, numeric fields only have numbers (no alpha or special characters), and the correct number of digits in numeric fields. For example, the Medicaid ID field validation ensures the field is numeric only and that it contains either 9 or 10 digits.

Level 2 validates the property on the object. For example, the residence field requires a value of 1-9. Level 2 validation ensures the upload file does not contain 12 or any other number except for 1 through 9 in this field. Also included in this level of validation comparing values between fields within the form. For example, if the Funding Source field contains the value for Medicaid, the Medicaid Number field must have a value.

Level 3 validates property and object. This level compares data previously entered into the database with data in the upload file. For example, if the upload file contains a discharge form, Level 3 validation will ensure there is an admit form that matches the same Participant in the same program so a coherent episode of care can be constructed (i.e., if the Participant wasn't admitted, they can't be discharged).

If any of the three levels are violated, the system will communicate an error, and the provider must correct the data and upload or enter the corrected data.

BHMS User Access:

Access to BHMS may be requested by using the “Sign Up” option on the BHMS login screen or by contacting a member of the Data Unit. Any request for access will not be approved until the following requirements have been completed:

1. The request for access has been verified by a Subrecipient designated Access Control Contact. If a request for access for a new user did not originate from the Subrecipient's designated Access Control Contact, a member of the Data Unit will contact the Access Control Contact to verify the request is valid.
2. The requestor has completed system role-specific training with a member of the Data Unit.

In the event that a user with access to BHMS leaves employment with the Subrecipient or no longer requires access or a user role within BHMS, the Subrecipient's designated Access Control Contact must notify a member of the Data Unit **immediately**. Failure to report changes in required access may result in improper or inappropriate access to confidential and protected Participant information. To

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further mitigate the risk to protected information, the Data Unit conducts quarterly BHMS User Audits. A member of the Data Unit will contact the Subrecipient's designated Access Control Contact with a current list of users with active system access. The Access Control Contact must verify each user on the list and communicate any changes in required access within one (1) week of receiving the list.

GPRA Data Tool User Access:

Access to the GPRA Data Tool may be requested by contacting a member of the Data Unit. Any request for access will not be approved until the following requirements have been completed:

1. The request for access has been verified by a Subrecipient designated Access Control Contact. If a request for access for a new user did not originate from the Subrecipient's designated Access Control Contact, a member of the Data Unit will contact the Access Control Contact to verify the request is valid.
2. The requestor has completed system role-specific training with a member of the Data Unit.

In the event that a user with access to the GPRA Data Tool leaves employment with the Subrecipient or no longer requires access or a user role within the GPRA Data Tool, the Subrecipient's designated Access Control Contact must notify a member of the Data Unit **immediately**. Failure to report changes in required access may result in improper or inappropriate access to confidential and protected Participant information. To further mitigate the risk to protected information, the Data Unit conducts quarterly GPRA Data Tool User Audits. A member of the Data Unit will contact the Subrecipient's designated Access Control Contact with a current list of users with active system access. The Access Control Contact must verify each user on the list and communicate any changes in required access within one (1) week of receiving the list.

For information on Access Control Contacts or to designate a new contact, contact a member of the Data Unit.

State Opioid Response (SOR) Grant: Key Data Points and BHMS Crosswalk

SOR Grant Participant information and ESRs are recorded using the designated SOR agency code.

Record services listed in Attachment A1, Amended Statement of Work, Section III.H. Non-Medication Opioid Use Treatment (Non-Med), III.J. Medication-Assisted Treatment (MAT), III.I Medication Opioid Use Disorder (MOUD) Treatment, and III.P Stimulant Use Disorder (StUD) Services.

- **ESR funding source recorded as "Other"**
- **Any services not listed are not recorded using the SOR agency code and are not eligible for SOR funding**

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Scope of Work Data Element	Where to report	BHMS Crosswalk
III.L. Participant: Limited to OUD or StUD	BHMS and GPRA Data Tool	Opioid or Stimulant Drug Problem 1, 2, 3, or 4: <u>Opioids Include:</u> Heroin, Non-Rx Methadone, Other Opiates and Synthetics, and Fentanyl <u>Stimulants Include:</u> Methamphetamine, Cocaine/Crack, Other Amphetamines, Other Stimulants, or MDMA/Ecstasy
III.M. Number of participants served during the month	BHMS and GPRA Data Tool Monthly Report	
IV.M. Six-month follow-up and discharge	GPRA Data Tool	
III.G. Graduation rate	BHMS and GPRA Data Tool	Numerator: Treatment Complete Denominator: Treatment Complete + No Show + Other + Unknown + Terminated by Facility + Against Medical Advice
BHMS ESR Crosswalk		
Treatment Component	BHMS ESR	
Care Coordination	Case Management	
Case Management	Case Management Group Case Management	
Clinical Assessment	Clinical Assessment	
Counseling	Agency-based Individual Therapy Agency-based Family Therapy Crisis Clinical Response Services (CCRS) Community-based Individual Therapy Community-based Family Therapy Group Therapy Individual Rehabilitative Services Intensive Outpatient Group SA Rehabilitative Services - Group Women's Intensive Outpatient Group	

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MAT for Opioid Use	MAT for Opioid Use
Medication Management Services	Medication Management Services by Psychiatrist Medication Management Services by General Physician Medication Management Services by Advanced Practitioner of Nursing Medication Management Services by Physician Assistant Medication Management Services by Registered Nurse Medication Management Services by Licensed Practical Nurse
Peer Specialist Services	Peer Specialist Individual Peer Specialist Group
Supported Employment	Supported Employment
Telehealth/Mobile Applications	Record based on the MAT or Stimulant Use Disorder service provided

PMPM Categories:

III.I Non-Medication Opioid Use Treatment (Non-Med) and III.P Stimulant Use Disorder (StUD) Services

Treatment Component	BHMS ESR
Care Coordination	Case Management
Case Management	Case Management Group Case Management
Clinical Assessment	Clinical Assessment
Counseling	Agency-based Individual Therapy Agency-based Family Therapy Crisis Clinical Response Services (CCRS) Community-based Individual Therapy Community-based Family Therapy Group Therapy Individual Rehabilitative Services Intensive Outpatient Group SA Rehabilitative Services - Group Women's Intensive Outpatient Group
MAT for Opioid Use	MAT for Opioid Use
Peer Specialist Services	Peer Specialist Individual Peer Specialist Group

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Supported Employment	Supported Employment
Telehealth/Mobile Applications	Record based on the MAT or Stimulant Use Disorder service provided

III.J Medication-Assisted Treatment (MAT)

Clinical Assessment	Clinical Assessment
Medication Management Services	Medication Management Services by Psychiatrist Medication Management Services by General Physician Medication Management Services by Advanced Practitioner of Nursing Medication Management Services by Physician Assistant Medication Management Services by Registered Nurse Medication Management Services by Licensed Practical Nurse

III.K Medication Opioid Use Disorder (MOUD) Treatment

Treatment Component	BHMS ESR
Care Coordination	Case Management
Case Management	Case Management Group Case Management
Clinical Assessment	Clinical Assessment
Counseling	Agency-based Individual Therapy Agency-based Family Therapy Crisis Clinical Response Services (CCRS) Community-based Individual Therapy Community-based Family Therapy Group Therapy Individual Rehabilitative Services Intensive Outpatient Group SA Rehabilitative Services - Group Women's Intensive Outpatient Group
MAT for Opioid Use	MAT for Opioid Use
Medication Management Services	Medication Management Services by Psychiatrist Medication Management Services by General Physician Medication Management Services by Advanced Practitioner of Nursing Medication Management Services by Physician Assistant

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	Medication Management Services by Registered Nurse Medication Management Services by Licensed Practical Nurse
Peer Specialist Services	Peer Specialist Individual Peer Specialist Group
Supported Employment	Supported Employment
Telehealth/Mobile Applications	Record based on the MAT or Stimulant Use Disorder service provided

Contingency Management
Wyoming Department of Health, Behavioral Health Division (Agency)
Services to be provided by Laramie County Commissioners as Governing Body for the Laramie
County Court Supervised Treatment Program (Subrecipient)

- I. Contingency Management (CM)** If Subrecipient implements CM interventions under this Contract, they must comply with all of the following conditions to mitigate the risk of fraud and abuse and to promote evidence-based practice.
- A. CM interventions can provide incentive values of up to \$750 per individual Participant, per year. There is no set limit on the value of each motivational incentive to reinforce a specific behavior.
 - B. Subrecipient must use an evidence-based protocol for delivering CM that is consistent with the needs of the population of focus and aligns with the following requirements:
 - 1. Either prize-based or voucher-based protocols are permitted.
 - 2. Abstinence, Stimulant Use Disorder Treatment (StUD) attendance, and medication adherence are allowed to be used as incentivized behaviors.
 - 3. Receipt of the CM incentive is contingent upon achievement of a specified behavior, consistent with the Participant's treatment plan, which has been verified with objective evidence.
 - 4. The minimum required duration of treatment is 12 weeks.
 - 5. Incentive magnitudes must align with what has been found effective in the research literature (with adjustments for economic factors, such as high cost of living) to ensure that incentives sufficiently motivate the achievement of the incentivized behavior.
 - 6. Caps on the cumulative annual value of incentives per Participant (below the \$750 limit) must be high enough to accommodate incentives of a sufficient magnitude and to minimize the likelihood that participants being treated with prize-based CM have to prematurely discontinue treatment because they exceed the cap after receiving multiple high-value incentives.
 - 7. Incentives must be provided immediately following verification that the incentivized behavior is achieved.
 - C. CM interventions that use abstinence as an incentivized behavior must conduct rapid point-of-care (POC) drug testing in person using a Food and Drug Administration (FDA)- approved, Clinical Laboratory Improvement Amendments (CLIA)-waived test to verify the behavior. Offices or facilities using CLIA-waived

tests must comply with all applicable laws and regulations, including CLIA certification requirements from the Centers for Medicare & Medicaid Services.

- D. CM interventions that use StUD treatment attendance as an incentivized behavior may be delivered via telemedicine and other related evidence-based technological interventions (e.g., quitlines).
- E. Assessment of whether incentivized behaviors are achieved (i.e., through POC testing or confirmation of treatment attendance or medication adherence) and the provision of incentives must be conducted by a health care practitioner who is authorized to provide StUD treatment services in that state. Peer specialists are not permitted to deliver CM, as many components of the intervention fall outside of their traditional scope of activities and can place them in a role of authority that conflicts with the peer-to-peer relationship. Peer specialists are nonetheless important members of the overall StUD care team and may provide other services to individuals receiving CM as authorized by the state in which they practice.
- F. Recipients of CM services must be 18 years of age or older.
- G. Subrecipient must designate one or more individuals to act as champions for CM implementation. The champion is responsible for:
 - 1. Overseeing the implementation of CM interventions at their facility or office.
 - 2. Securing the necessary training for clinicians and staff.
 - 3. Monitoring for fidelity to evidence-based practice.
 - 4. Connecting CM providers with coaching as needed.
 - 5. Monitoring the safe storage of tangible CM incentives and tracking the release of incentives based on objective evidence of achieving the desired behavior.
 - 6. Documentation and record-keeping related to the disbursement of CM incentives.
- H. To ensure fidelity to evidence-based practice, Subrecipient staff who implement, administer, and supervise CM interventions must participate in CM-specific training prior to services starting. Training should be delivered by an advanced degree holder who is experienced in the implementation of evidence-based CM. Training should be easily accessible, and it can be delivered live or through pre-recorded training sessions. When staff receive training through pre-recorded sessions, they should have an opportunity to pose questions and to receive responses in a timely manner. Training must contain the following elements:
 - 1. The core principles of CM;

- a) Behavior of focus;
 - b) Population of focus;
 - c) Type and value (or amount) of reinforcer (incentive);
 - d) Frequency of reinforcement distribution;
 - e) Timing of reinforcement distribution; and
 - f) Duration of reinforcement(s) use.
2. How to describe CM to eligible and ineligible Participants;
 3. Evidence-based models of CM and protocols to ensure continued adherence to evidence-based principles;
 4. Testing methods and protocols for specific substances and/or behaviors including opportunities to challenge test results;
 5. Allowable incentives, appropriate selection of incentives, storage of incentives, and immediacy of awards (as proximal to the behavior or test as feasible);
 6. Integration of CM into clinical activities and program design;
 7. Documentation standards;
 8. Roles and responsibilities, including the roles of the supervisor, decision maker and direct care staff; and
 9. Techniques for clinical supervisors to provide ongoing oversight and coaching.
- I. The recipient's organization must maintain written documentation in the Participants' medical record that includes the following:
1. The type of CM model and incentives offered that are recommended by the Participant's licensed health care professional;
 2. A description of the CM incentive furnished;
 3. An explanation of the health outcome or specific behavior achieved; and
 4. A tally of incentive values received by the Participant, to confirm that per incentive and total incentive caps are observed.
- J. CM is delivered to Participants for whom it is recommended by their treating clinician, who is licensed in the State of Wyoming.

- K. The CM incentive may be tangible items or vouchers or gift cards with purchase restrictions. Cash, unrestricted cash equivalents, parenting time, and enhanced or expedited access to StUD treatment or recovery support services are not permitted as incentives. Additionally, the following items are not permitted as incentives and should be restricted from purchase using vouchers or gift cards:
1. Weapons;
 2. Intoxicants (e.g., alcohol);
 3. Over-the-counter preparations containing possible intoxicants (e.g., dextromethorphan);
 4. Tobacco products;
 5. Pornographic materials; and
 6. Gambling-related items (e.g., lottery tickets).
- L. CM is intended to be a one-time intervention. However, repeat courses of CM are permissible if:
1. At least 12 months have elapsed since the completion of the Participant's last CM course;
 2. The treating clinician believes that, based on changes in the individual's clinical status, circumstances, or environment, a repeat course of CM is now more likely to achieve sustained benefit; and
 3. Other evidence-based treatment options have been considered.
- M. Marketing the availability of a CM incentive to encourage a Participant to receive federally reimbursable items or services, or to receive such items and services from a particular provider or supplier, is prohibited.
- N. Participants will be informed that they are not permitted to enroll in more than one CM service, including CM services offered by different agencies or entities.
- O. In addition to the above safeguards, recipients should read the HHS Report to Congress on CM for the Treatment of Substance Use Disorders and comply with all recommendations under the Enhancing Clinical Approaches to CM Delivery and Provider and Organizational Standards to Promote Evidence-Based Practices for CM sections.
- <https://aspe.hhs.gov/sites/default/files/documents/a0cc6fcdb2968be95f60bb1c2c94eb70/contingency-management-sub-treatment.pdf>
- P. Prior to the implementation of any CM interventions, the Subrecipient must:

1. Demonstrate, in writing, that they have reviewed and understood all requirements outlined in this Section IV;
2. Provide documentation that all staff involved in CM implementation have completed the required training and understand their responsibilities under this Contract;
3. Submit a CM implementation plan that includes the intended CM model, integration into clinical workflows, and procedures for monitoring and documentation;
4. Obtain written approval from the Agency confirming that the Subrecipient has met all conditions for CM implementation. No CM services or incentives may be reimbursed until this approval is granted.

Q. When requested by Agency, Subrecipient shall provide, at minimum, the following information:

1. Number of unique individuals receiving CM services;
2. Type (prize-based or voucher-based) and focus (attendance and/or abstinence) of CM services provided;
3. Average incentive amount received per person;
4. The number of people who discontinued CM services for an unplanned reason during the CM treatment intervention; and
5. Number of people who continued CM treatment to completion.

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

1. **Parties.** The parties to this Contract are Wyoming Department of Health, Behavioral Health Division (Agency), whose address is: 122 West 25th Street, Herschler Building 2 West, Suite B, Cheyenne, Wyoming 82002, and Laramie County Commissioners as Governing Body for the Laramie County Court Supervised Treatment Program (Subrecipient), whose address is: 309 West 20th Street, Cheyenne, Wyoming 82001. This Contract pertains to the Mental Health and Substance Abuse Services section of the Agency
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Subrecipient shall address opioid use disorder (OUD) and stimulant use disorders in Laramie County by providing medication-assisted treatment and other evidence-based treatment and recovery services.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The Performance Period of the Contract is from September 30, 2024 through October 15, 2025. All services shall be completed during this Performance Period. Notwithstanding the foregoing sentences, Subrecipient must spend all funds under this Contract by September 29, 2025.
4. **Payment.**
 - A. The Agency agrees to pay the Subrecipient for the services described in Attachment A, Statement of Work, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed one hundred fifty-two thousand, two hundred dollars (\$152,200.00). Payment shall be made within forty-five (45) days after submission of Attachment C, Invoice, which is attached to and incorporated into this Contract by this reference, pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.
 - B. The maximum amount of federal funds provided under the federal State Opioid Response Grant, Assistance Listing Number 93.788, shall not exceed one hundred fifty-two thousand, two hundred dollars (\$152,200.00).
 - C. No payment shall be made for work performed outside the Performance Period of this Contract. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.

- D. Except as otherwise provided in this Contract, the Subrecipient shall pay all costs and expenses, including travel, incurred by the Subrecipient or on its behalf in connection with Subrecipient's performance and compliance with all of Subrecipient's obligations under this Contract.
5. **Responsibilities of Subrecipient.** The Subrecipient agrees to:
- A. Provide the services, supports, reports, and data as described in Attachment A.
 - B. Comply with Attachment B, Business Associate Agreement, which is attached to and incorporated into this Contract by this reference
 - C. Submit to the Agency Attachment C, Invoice, by the twentieth (20th) day of the month following the month of service, unless otherwise directed by the Agency.
 - D. Comply with Attachment D, Data Management Plan, which is attached to and incorporated into this Contract by this reference.
6. **Responsibilities of Agency.** The Agency agrees to:
- A. Pay Subrecipient in accordance with Section 4 above and Attachment A.
 - B. Consult with and advise the Subrecipient, as necessary, about the requirements of this Contract and provide technical assistance when requested.
 - C. Monitor and evaluate the Subrecipient's compliance with the conditions set forth in this Contract.
7. **Special Provisions.**
- A. **Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance.
 - B. **Environmental Policy Acts.** Subrecipient agrees all activities under this Contract will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
 - C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Contract may be terminated without penalty if a private entity that receives funds under this Contract:

- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- D. Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Contract without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- E. Limitations on Lobbying Activities.** By signing this Contract, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its sub-subrecipients in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- F. Monitoring Activities.** Agency shall have the right to monitor all activities related to this Contract that are performed by Subrecipient or its sub-subrecipients. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe personnel in every phase of performance of Contract related work.
- G. Nondiscrimination.** The Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.

Federal law requires the Subrecipient to include all relevant special provisions of this Contract in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each sub-subrecipient.

- H. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either party.

- I. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Subrecipient and related to the services and work to be performed under this Contract, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- J. Suspension and Debarment.** By signing this Contract, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.
- K. Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- L. Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Contract; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Contract. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.
- M. Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Contract, Subrecipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.

- N. **Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Contract.
- O. **Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Contract must be used to increase the scope of the program or returned to Agency.

8. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Subrecipient shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. **Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Contract. The Subrecipient shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Contract. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. **Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period

for which the funds are available. The Agency shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- F. Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract or may award contracts to other subrecipients for work related to this Contract. The Subrecipient shall cooperate fully with other subrecipients and the Agency in all such cases.
- G. Compliance with Laws.** The Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Contract.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Contract shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Contract, Subrecipient shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- I. Entirety of Contract.** This Contract, consisting of ten (10) pages; Attachment A, Statement of Work, consisting of twelve (12) pages; Attachment B, Business Associate Agreement, consisting of six (6) pages; Attachment C, Invoice, consisting of one (1) page; Attachment D, Data Management Plan, consisting of eight (8) pages, and represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- J. Ethics.** Subrecipient 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 Subrecipient's profession.
- K. Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods,

epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

- M. Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Subrecipient shall be free from control or direction over the details of the performance of services under this Contract. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Contract.
- O. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- P. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Contract. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents to the Agency 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.
- Q. Patent or Copyright Protection.** The Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Subrecipient or its sub-subrecipients will violate any such restriction. The Subrecipient shall defend and indemnify the Agency for any infringement or

alleged infringement of such patent, trademark, copyright, license, or other restrictions.

- R. Prior Approval.** This Contract shall not be binding upon either party and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).
- S. Insurance Requirements.** Subrecipient is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq., and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, et seq., and shall provide a letter verifying its participation in the WARM or LGLP to the Agency
- T. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- U. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- V. Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- W. Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Contract.
- X. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract

and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

- Y. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- Z. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- AA. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- BB. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Subrecipient of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

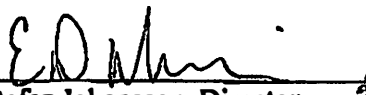
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9. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions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

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

AGENCY:

Wyoming Department of Health, Behavioral Health Division


Stefan Johansson, Director
Wyoming Department of Health

8-28-2024
Date


Matthew Petry, MPA, Senior Administrator
Behavioral Health Division

08/21/24
Date

SUBRECIPIENT:

Laramie County Commissioners as Governing Body for the Laramie County Court Supervised Treatment Program



Signature

8/20/2024
Date

Brian Lovett CHAIRMAN
Printed Name and Title

ATTEST 

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 #242490
Chandler Pauling, Assistant Attorney General

8-15-24
Date

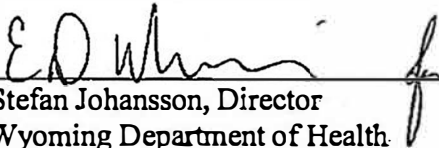
RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
LARAMIE COUNTY ATTORNEY

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

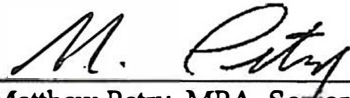
The Effective Date of this Contract is the date of the signature last affixed to this page.

AGENCY:

Wyoming Department of Health, Behavioral Health Division


Stefan Johansson, Director
Wyoming Department of Health

8-28-2024
Date


Matthew Petry, MPA, Senior Administrator
Behavioral Health Division

08/21/24
Date

SUBRECIPIENT:

Laramie County Commissioners as Governing Body for the Laramie County Court Supervised Treatment Program

SEE ATTACHED

Signature


Aug 20, 2024
Date

Brian Lovett, Chairman

Printed Name and Title

ATTEST SEE ATTACHED

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 #242490
Chandler Pauling, Assistant Attorney General

8-15-24
Date

Statement of Work (SOW)

**Wyoming Department of Health, Behavioral Health Division (Agency)
Services to be provided by Laramie County Commissioners as Governing Body for the Laramie
County Court Supervised Treatment Program (Subrecipient)**

The Performance Period of the Contract is from September 30, 2024 through October 15, 2025.

**The period in which the Subrecipient must spend funds runs through
September 29, 2025.**

I. Background/Introduction

Wyoming is a recipient of the Substance Abuse and Mental Health Services Administration (SAMHSA) State Opioid Response (SOR) Grant to address the opioid and stimulant crisis by increasing access to medication-assisted treatment using the three (3) Federal Drug Administration (FDA) approved medications for the treatment of opioid use disorder, reducing unmet treatment needs, and reducing overdose-related deaths through the provision of prevention, treatment, and recovery activities.

II. Purpose

The purpose of this Contract is to set forth the terms and conditions by which the Subrecipient shall address opioid use disorder (OUD) and stimulant use disorders in Laramie County by providing medication-assisted treatment and other evidence-based treatment and recovery services.

III. Definitions

- A. **BHMS** means the Behavioral Health Management System.
- B. **Discharge** means completion of a discharge GPRA administered face-to-face, through telehealth, or by phone when the previous two (2) methods are not feasible for a Participant who has left the program. A routine discharge is when the Participant has successfully completed the program. A non-routine/administrative discharge is when the Participant has stopped reporting to the program or can no longer be located.
- C. **Follow-up** means a follow-up GPRA administered face-to-face, through telehealth, or by phone when the previous two (2) methods are not feasible.
- D. **Government Performance and Results Act (GPRA)** was enacted in 1993 to monitor and improve government performance. This act requires federal funding recipients to collect and report data.
- E. **GPRA tool** means the Web Infrastructure for Treatment Services (WITS) that collects data on a Participant's behavior, activities, and outcomes.
- F. **Graduation rate** means the rate of treatment completed among the number of Participants who leave the program as recorded in BHMS. The denominator includes Treatment Complete, Against Medical Advice, No Show, Other, Unknown, and Terminated by Facility. Excluded in the denominator are those who

Attachment A

leave because of death, incarceration, recommended for another level of care, or transferred out of the program for medical reasons.

- G. **Intake** means an intake GPRA administered face-to-face, through telehealth, or by phone when the previous two (2) methods are not feasible. It is imperative the Subrecipient begins to collect GPRA data on each Participant as soon as possible after the Participant's intake assessment.
- H. **Medication Assisted Treatment (MAT)** is defined as the required service array included below. Telehealth and mobile applications may be utilized to provide these services to increase capacity to support OUD. Services recorded as MAT do not include case finding, documentation or other administrative activities, internal agency meetings, meetings about a Participant unless the Participant is present, social or recreational activities, companionship or attendant care, staff travel time, training, or skill training.
1. **Care Coordination** means the supervision of interdisciplinary care by bringing together the different specialists who work with the Participant, monitoring and evaluating the care provided, and recommending modifications to care. Care Coordination may be provided by a case manager and is often considered a Case Management function.
 2. **Case Management** means activities guided by a Participant's treatment plan, as determined by the Participant's primary therapist, which bring services, resources, and people together within a planned framework of action toward the achievement of established treatment goals, including wrap-around services. Case Management activities include, but are not limited to, advocacy, care management, crisis intervention, linkage with community services and resources, monitoring and Follow-up, and referral.
 3. **Clinical Treatment** may include outpatient, intensive outpatient, day treatment, partial hospitalization, or inpatient hospitalization.
 4. **Counseling** means individual, family, or group therapy directly associated with treatment of OUD that is provided by a person licensed or certified in Wyoming to provide psychotherapeutic services.
 5. **MAT Services** means the administration of FDA-approved medications for the treatment of OUD consistent with a clinical assessment and combined with the other MAT services and includes these three (3) components:
 - a. **Prescription medication approved by the FDA and SAMHSA for treatment of OUD which are listed as MAT here:**
<https://www.fda.gov/drugs/information-drug-class/information-about-medications-opioid-use-disorder-moud>

- b. **Prescriber services** must comply with all federal guidelines including Section 1262 of the Consolidated Appropriations Act, 2023.
 - c. **Medication management** including prescription monitoring, monitoring for the effects of OUD medication, and other medication-related services provided by or under the direct supervision of a psychiatrist, physician, advanced practice registered nurse, physician assistant, registered nurse, or licensed practical nurse.
6. **Peer Specialist Services** means peer-to-peer services, individually or in a group, working directly with a Participant to help implement a treatment plan, build hope, share positive growth, and remain in treatment.
- I. **Participant** means an individual diagnosed with OUD, Stimulant Use Disorder, with a demonstrated history of opioid overdose enrolled in MAT, or with a demonstrated history of stimulant overdose enrolled in services under this Grant program. Services provided under the Contract require Participant consent, including court-ordered Participants.
 - J. **Per Member Per Month (PMPM)** means the rate paid for each Participant who receives MAT services or Stimulant Use Disorder Services during the month inclusive of program management responsibilities for state and federal reporting.
 - K. **Recovery Housing** means housing centered on peer support and a connection to services that promote long-term recovery. Recovery housing must be safe, healthy, family-like substance-free living environment (substance-free does not prohibit prescribed medications taken as directed by a licensed practitioner), and certified or established as a recognized model.
 - L. **Recovery Supports** means services and supports provided to increase a Participant's sustained health and resilience and increase the Participant's access to housing, employment, or education. Recovery services approved under this Contract include:
 - 1. Peer support for recovery;
 - 2. Recovery coaching;
 - 3. Vocational training, employment support;
 - 4. Transportation (limited to public transportation unless other modes or activities are approved by SAMSHA);
 - 5. Childcare (provided during the receipt of services);
 - 6. Linkages to legal services (may not pay for legal services);

7. Temporary housing supports (i.e. application fees, deposits, rental assistance, utility deposits, and utility assistance);
8. Dental kits (limited to toothpaste, toothbrush, dental floss, non-alcohol mouthwash, and educational information); and
9. Hygiene kits.

Recovery supports not listed above must be pre-approved for reimbursement of costs.

M. **Stimulant Use Disorder Services** is defined as the required service array included below. Telehealth and mobile applications may be utilized to provide these services to increase the capacity to support individuals with Stimulant Use Disorders. Services recorded under Stimulant Use Services do not include case finding, documentation or other administrative activities, internal agency meetings, meetings about a Participant unless the Participant is present, social or recreational activities, companionship or attendant care, staff travel time, training, or skill training.

1. **Care Coordination** as defined in Section III.H.1.
2. **Case Management** as defined in Section III.H.2.
3. **Clinical Treatment** as defined in Section III.H.3.
4. **Counseling** means individual, family, or group therapy directly associated with the treatment of Stimulant Use Disorders that is provided by a person licensed or certified in Wyoming to provide psychotherapeutic services.
5. **Peer Specialist Services** as defined in Section III.H.6.
6. **Contingency Management** (CM) means a type of behavioral therapy in which Participants are reinforced, or rewarded, for evidence of positive behavioral change. CM may be included but is not a required service.
 - i. For programs including CM as a component of the treatment program, Participants may not receive contingencies totaling more than \$75 per Contract year.
 - ii. Subrecipient must follow all requirements of CM as outlined in Section IV. Contingency Management.

N. **Substance Abuse and Mental Health Services Administration (SAMHSA)** means the agency within the U.S. Department of Health and Human Services that leads public health efforts to advance the behavioral health of the nation.

- O. **Telehealth** (also known as telemedicine) means the use of telecommunication technology and evidence-based practices to deliver MAT services or Stimulant Use Disorder Services.
- P. **Warm Hand-off** means a transfer of care between two (2) members of a healthcare team with the Participant present during the transfer and includes priority into care, Care Coordination, and sharing of records.
- Q. **Web Infrastructure for Treatment Services (WITS)** is an online platform that provides the ability for subrecipients to submit required data sets.

IV. Contingency Management (CM) To mitigate the risk of fraud and abuse, while also promoting evidence-based practice, implementation of CM interventions as part of this Contract will be required to comply with the following conditions:

- A. The type of CM model chosen will be consistent with the needs of the population of focus.
- B. To ensure fidelity to evidence-based practice, Subrecipient staff who will implement, administer, and supervise CM interventions are required to undergo CM-specific training and provide evidence of completion to the Agency prior to implementing CM.
 - 1. Training should be delivered by an advanced degree holder who is experienced in the implementation of evidence-based contingency management activities.
 - 2. Training should be easily accessible, and it can be delivered live or through pre-recorded training sessions. When Subrecipient staff receive training through pre-recorded sessions, they should have an opportunity to pose questions and to receive responses in a timely manner.
 - 3. Education must include the following elements:
 - i. The core principles of contingency management;
 - ii. Target behavior;
 - iii. The population of focus;
 - iv. Type of reinforcer (incentive);
 - v. Magnitude (or amount) of reinforcer;
 - vi. Frequency of reinforcement distribution;
 - vii. Timing of reinforcement distribution and duration reinforcement(s) will be used;

Attachment A

- viii. How to describe contingency management to eligible and ineligible Participants;**
 - ix. Evidence-based models of contingency management and protocols to ensure continued adherence to evidence-based principles;**
 - x. The importance of evidence-based practice on Participant outcomes;**
 - xi. Testing methods and protocols for target substance use disorders and/or behaviors;**
 - xii. Allowable incentives, appropriate selection of incentives, storage of incentives, the distribution of incentives, and immediacy of awards;**
 - xiii. Integration of contingency management into comprehensive clinical activities and program design. Contingency management should be integrated into services, counseling, and treatment activities that provide ongoing support to the Participants;**
 - xiv. Documentation standards;**
 - xv. Roles and responsibilities, including the role of the supervisor, decision maker, and direct care staff; and**
 - xvi. Techniques for supervisors to provide ongoing oversight and coaching.**
- 4. Subrecipient must maintain and provide to the Agency monthly with the invoice, written documentation in the Participant's medical record that includes:**
- i. The type of CM model and incentives offered that are recommended by the Participant's licensed health care professional;**
 - ii. A description of the CM incentive furnished;**
 - iii. An explanation of the health outcome or target behavior achieved; and**
 - iv. A tally of incentive values received by the Participant to confirm that per incentive and total incentive caps are observed.**
- 5. Participant receipt of the CM incentive is contingent upon achievement of a specified target behavior, consistent with the Participant's treatment plan that has been verified with objective evidence.**
- 6. CM incentive must be recommended by the Participant's treating clinician, who is licensed under applicable state law.**

7. The CM incentive may not be cash, but may be tangible items, vouchers, or payment of bills that are of equivalent value to the individual's total or accrued incentive earnings. Incentives must be consistent with recovery and should not allow purchase of weapons, intoxicants, tobacco, or pornography. Further, incentives should not allow purchase of lottery tickets, or promote gambling.
8. Subrecipient may not market the availability of a CM incentive to encourage a Participant to receive federally reimbursable items or services or to receive such items and services from a particular provider or supplier.

V. Scope of Work Subrecipient shall:

- A. Implement a service delivery model that enables the full spectrum of treatment and recovery support services that facilitate positive treatment outcomes and long-term recovery from opioid use disorder (OUD).
- B. Implement a service delivery model that enables the full spectrum of treatment and recovery support services that facilitate positive treatment outcomes and long-term recovery from Stimulant Use Disorder.
- C. Make services defined under Section III.H., Medication Assisted Treatment (MAT) and Section III.M. Stimulant Use Disorder Services, readily available to Participants, consistent with clinical assessments and Participant consent.
- D. Make services defined under Section III.L., Recovery Supports, readily available to Participants based on financial, clinical need, and Participant consent.
- E. Ensure voluntary participation in services. Upon request, provide the Agency with a copy of privacy, consent, and other admission forms. Revise forms and policies, as necessary, to meet the confidentiality and Participant protection requirements of the SOR Grant.
- F. Coordinate with the community to ensure potential Participants pending release from prison, jail, emergency room, hospitalization, and residential treatment are provided a warm hand-off into MAT.
- G. Provide treatment transition and coverage for individuals reentering communities from criminal justice settings or other rehabilitative settings.
- H. Utilize evidence-based services and practices appropriate to the treatment of OUD and stimulant use disorder. Utilize practices likely to retain Participants in treatment for as long as practicable to reduce the likelihood of Participants returning to using or experiencing overdose. Practices may include utilization of Telehealth and mobile applications designed to support MAT or stimulant use disorder services.
- I. Participate in Agency and SAMHSA evaluation activities.

Attachment A

- J. Provide access to human immunodeficiency virus (HIV) and viral hepatitis testing as clinically indicated and referral to appropriate treatment provided to those testing positive. Vaccination for hepatitis A and B should be provided or referral made for the same as clinically indicated.
- K. Ensure necessary training and supplies related to starting or maintaining services provided under the Contract are acquired including safe storage of medications, staff training, and all Drug Enforcement Agency and SAMHSA requirements.
- L. Report any sentinel event within one (1) business day to the Agency's Mental Health and Substance Abuse Section Administrator or designee via telephone and follow up in writing. A sentinel event is any death or serious physical or psychological injury to a Participant or to a Participant who has left the program within the past thirty (30) days.
- M. Report GPRA data within the WITS system using the required Center for Substance Abuse Treatment (CSAT) GPRA Modernization Act Discretionary Services Tools, which can be found at <https://www.samhsa.gov/grants/gpra-measurement-tools/csat-gpra/csat-gpra-discretionary-services>, and are incorporated into the Contract by this reference. Data will be collected at three (3) data collection points: intake to services, six (6) month Follow-ups, and discharge.
 - 1. GPRA data at intake/admission, residential programs must collect GPRA data on each Participant as soon as possible after assessment but no later than three (3) days after the Participant officially enters the substance abuse treatment program. All types of outpatient programs must collect GPRA data on each Participant as soon as possible after assessment or intake but no later than four (4) days after the Participant officially enters the substance abuse treatment program.
 - 2. This six-month Follow-up data must be collected and reported during the follow-up interview window which is five to eight (5-8) months after the initial GPRA intake date. Follow-up data is required to be collected on all Participants, regardless of whether a Participant drops out of the program. When Subrecipient cannot follow up on a Participant, the Subrecipient must use the GPRA tool to report that information. The minimum full completion targeted follow-up rate is eighty percent (80%).
 - 3. A discharge should be completed for every Participant based on the Subrecipient's policy on discharges. If the Subrecipient does not have a discharge policy, a discharge shall be completed for all Participants for whom thirty (30) days have elapsed from the time of last service.
- N. Pursue the following goals:
 - 1. Conduct six-month Follow-ups utilizing GPRA protocols to maintain an eighty percent (80%) six (6) month Follow-up rate as calculated in the GPRA reporting tool.

Attachment A

2. Utilize the Daily Living Activities (DLA-20) Functional Assessment tool, or, as applicable, the DLA Functional Assessment tool, Youth Version, at admission, every ninety (90) days or more frequently as necessary, and at discharge for all Participants, age six (6) years and above, receiving mental health or substance use disorder services under the Contract.
- O. Bill insurance and other third-party payers before utilizing funds from the Contract. Funds from the Contract may be utilized to meet insurance deductibles and co-payments for MAT.
 - P. Maintain financial accounting records and documents for seven (7) years in accordance with Generally Accepted Accounting Principles (GAAP) and provide financial reports as requested by the Agency. Accounting may include ten percent (10%) indirect costs. Maintain financial records that support all services and reports submitted to the Agency.
 - Q. Comply with all requirements of the Contract, provide all Contract services, and report all hours of services for the full Performance Period of the Contract even after funds to provide services under the Contract have been exhausted. The Subrecipient shall provide services during each month of the Contract Performance Period.
 - R. Services provided under the Contract may not be denied or delayed because of a Participant's inability to pay, because of the Participant's place of residence in Wyoming, or participation in any other state or federal programs.
 - S. Provide services with the input of people in recovery from OUD and stimulant use disorder in the planning and implementation of the way services are provided.
 - T. Stimulant services that include CM must follow all federal guidelines including incentive cost limitations. No additional reimbursement shall be provided for CM services.
 - U. Cooperate with the Ombudsman program in any investigation and resolution of complaints conducted through the Ombudsman office concerning consumer access to services.
 - V. Maintain written policies and procedures for filing and determination of grievances by employees, Participants, and community human service agencies. These policies and procedures shall be available to the Agency upon request.
 - W. Withholding of Funds
 1. Failure to deliver contracted services, meet performance targets, or submit deliverables as outlined in this Contract may result in one (1) or more of the following actions at the Agency's discretion:

Attachment A

- a. Reduction or withholding of payment(s) until the matter is resolved;
- b. Issuance of Corrective Action Plan (CAP)
 - i. Failure to implement the CAP shall result in the withholding of payment(s), termination of the Contract or both.

VI. Deliverables

TOTAL PAYMENT UNDER THIS SOW NOT TO EXCEED ONE HUNDRED FIFTY-TWO THOUSAND, TWO HUNDRED DOLLARS (\$152,200.00).

DELIVERABLES	TIMELINE	PAYMENT
A. Program Management	September 30, 2024 – October 15, 2025	Payment integrated into the PMPM reimbursements
1. Record all GPRA measures via WITS.		
2. Provide additional information to the Agency as requested.		
3. Adhere to Attachment C, Data Management Plan.		
4. Submit a complete and accurate Attachment B, Invoice, with sufficient supporting documentation no later than the twentieth (20 th) day of the following month of service.		
5. Submit all required documentation for CM as outlined in Section IV. Training documentation must be provided prior to implementation of CM and updated with any Subrecipient staff changes. Incentive documentation must be provided with monthly invoice for reimbursement.		

DELIVERABLES	TIMELINE	PAYMENT
B. Provide MAT	September 30, 2024 – September 29, 2025	Estimated reimbursement \$96,600.00
1. Institute an evidence-based model appropriate for the population of focus that results in the timely delivery of Section III.H., Medication-Assisted Treatment (MAT). The focus population must include individuals with OUD, including transitional-aged youth and those released from prison, jails, emergency rooms, hospital stays, and residential treatment.		PMPM: \$1,150.00

Attachment A

2. Provide MAT to all enrolled Participants for as long as practicable and medically appropriate.		
3. Accomplish the GPRA reporting requirements listed in Section V.M.		
4. Report all services listed under Section III.H., MAT, to the SOR agency code in BHMS, in accordance with Attachment C, Data Management Plan.		
5. Goal of serving an average of seven (7) OUD Participants per month.		

DELIVERABLES	TIMELINE	PAYMENT
C. Provide Stimulant Use Disorder Services	September 30, 2024 – September 29, 2025	Estimated reimbursement \$51,000.00
1. Institute processes that result in the timely delivery of Section III.M., Stimulant Use Disorder Services, to participants with stimulant use disorders including those released from prison, jails, emergency rooms, hospital stays, and residential treatment.		PMPM: \$850.00
2. If using Contingency Management, must follow all requirements as outlined in Section IV and any additional guidance provided by SAMHSA. Participant payments for CM are included in the PMPM.		
3. Provide services to all enrolled Participants for as long as practicable and medically appropriate.		
4. Accomplish the GPRA reporting requirements listed in Section V.M.		
5. Report all services listed under Section III.M., Stimulant Use Disorder Services, to the SOR agency code in BHMS, in accordance with Attachment C, Data Management Plan.		
6. Goal of serving an average of five (5) stimulant use disorder Participants per month.		

DELIVERABLES	TIMELINE	PAYMENT
D. Recovery Supports	September 30, 2024 – September 29, 2025	Payment shall not exceed \$4,600.00
1. Provide Recovery Supports for the direct benefit of enrolled Participants based on financial and clinical need.		

VII. Changes to Statement of Work

Subrecipient shall submit a written request to the Agency if changes to this SOW are desired. The request shall include the changes being requested and the reason for the changes. The Agency shall review the request and any additional information the Agency may request regarding the changes and provide the Subrecipient with written notice of acceptance or denial of the request within thirty (30) days.

In the event it is determined by the Agency that a change to this SOW is required, an amendment shall be made to the Contract in accordance with Section 8.A. of the Contract.

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ATTACHMENT B
WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION
AND
LARAMIE COUNTY COMMISSIONERS AS GOVERNING BODY FOR THE
LARAMIE COUNTY COURT SUPERVISED TREATMENT PROGRAM

1. **Parties.** The parties to this Business Associate Agreement (Agreement) Wyoming Department of Health, Behavioral Health Division, whose address is: 122 West 25th Street, Herschler Building 2 West, Suite B, Cheyenne, Wyoming 82002 (Covered Entity), Laramie County Commissioners as Governing Body for the Laramie County Court Supervised Treatment Program, whose address is: 309 West 20th Street, Cheyenne, Wyoming 82001 (Business Associate). In this Agreement, Covered Entity and Business Associate are each a “party” and, collectively, are the “parties.”
2. **Purpose of Agreement.** This Agreement seeks to ensure the privacy and security and transmission of protected health information as required by 45 CFR Parts 160, 162, and 164, as well as more stringent applicable Wyoming state law.
3. **Definitions.**
 - A. **Catch-all definitions.** The following terms used in this Agreement shall have the same meaning as those terms in the Health Insurance Portability and Accountability Act (HIPAA) Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
 - B. **Specific definitions.**
 - (i) **Business Associate.** “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean Laramie County Commissioners as Governing Body for the Laramie County Court Supervised Treatment Program.
 - (ii) **Covered Entity.** “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean Wyoming Department of Health, Behavioral Health Division.
 - (iii) **HIPAA Rules.** “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164. For purposes of this Agreement, the term also includes applicable Wyoming state law that is more stringent pursuant to 45 CFR § 160.203, as relevant,

including, but not limited to, Wyo. Stats. §§ 9-2-125, 9-2-126, 35-4-132, 42-4-112, and other state statutes and rules respecting the privacy of individuals.

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

Attachment B

**Business Associate Agreement between
Wyoming Department of Health, Behavioral Health Division (Covered Entity)
and Laramie County Commissioners as Governing Body for the Laramie County Court Supervised Treatment
Program (Business Associate)**

other measures as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.526. If Business Associate receives a request to amend protected health information directly, Business Associate shall notify Covered Entity within three (3) business days.

- G. Maintain and make available the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.528. Business Associate shall comply with Covered Entity's request for such information within seven (7) business days following Covered Entity's request. If Business Associate receives a request for an accounting of disclosures directly, Business Associate will notify Covered Entity within three (3) business days.
- H. Comply with the requirements of Subpart E of 45 CFR Part 164 that apply to Covered Entity to the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E in the performance of such obligations.
- I. Make its internal practices, books, and records available to the Secretary and Covered Entity for purposes of determining Business Associate and Covered Entity's compliance with the HIPAA Rules. Business Associate shall inform Covered Entity if Business Associate provides such information to the Secretary.
- J. Under HIPAA, OCR adopted certain standard transactions for the electronic exchange of health care data. These transactions include: claims (submitting claims to the health insurer); EOB/RA (receiving payment and/or remittance information from the health insurer for claims); claims status (payment and remittance advice, status, eligibility, coordination of benefits, claims (contacting the health insurer about the status of a claim); claim status response (receiving information about the status of a claim from the health insurer); patient eligibility (contacting the health insurer about the eligibility and benefits of a patient); patient eligibility response (receiving information from the health insurer about the eligibility and benefits of a patient); referrals (sending or receiving referrals or authorizations; coordination of benefits (determining payment responsibility of the health insurer); claims attachments (submitting claims attachments to the health insurer); and first report of injury (first report of injury to the insurer). If Business Associate is conducting standard transactions on Covered Entity's behalf, insert: Conduct electronic transactions covered by 45 CFR Part 162 as a standard transaction, and ensure that any agents, including subcontractors, also process electronic transactions as required therein.]
- K. Provide notice within seven (7) business days of any event that triggers Business Associate's obligation to notify Covered Entity unless otherwise provided.

6. **Permitted Uses and Disclosures by Business Associate.**

- A. Business Associate may only use or disclose protected health information as necessary to perform the services set forth in the Contract between the parties into which this Agreement is incorporated.
- B. Business Associate may use or disclose protected health information as required by law.
- C. Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.
- D. Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth in Subsections E, F, or G of Section 6.
- E. Business Associate may use protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- F. Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- G. Business Associate may provide data aggregation services relating to the health care operations of Covered Entity.
- H. Business Associate is authorized to de-identify protected health information in accordance with 45 CFR §§ 164.514(a)-(c) for research and analysis as requested by the Covered Entity and reporting and compliance of the State Opioid Response Grant. Specifically, Business Associate agrees that all de-identification of data shall be in accordance with 45 CFR § 164.514(b)(2). Business Associate agrees to comply with Covered Entity's request to audit Business Associate's de-identification procedures. Such audits may include providing Covered Entity with copies of de-identified data, procedures for de-identification, and any additional justification, analysis, or assurances that may be related to the process of de-identification of data.

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

Attachment B
Business Associate Agreement between
Wyoming Department of Health, Behavioral Health Division (Covered Entity)
and Laramie County Commissioners as Governing Body for the Laramie County Court Supervised Treatment
Program (Business Associate)

- A. Notify Business Associate of any limitation in the notice of privacy practices of Covered Entity under 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
- B. Notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes affect Business Associate's use or disclosure of protected health information.
- C. Notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.
- D. Not request Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity, except for data aggregation or management and administrative activities of Business Associate.

8. General Provisions.

- A. **Amendments.** The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- B. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.
- C. **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- D. **Termination.** This Agreement may be terminated by Covered Entity without cause in accordance with the terms and procedures outlined in the Contract or by Covered Entity immediately for cause if Covered Entity determines Business Associate has violated a material term of this Agreement.
 - (i) **Obligations of Business Associate Upon Termination.** Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
 - (a) Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

- (b) Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that Business Associate still maintains in any form;
 - (c) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in Paragraph (i), for as long as Business Associate retains the protected health information;
 - (d) Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Subsections E, F, G in Section 6 which applied prior to termination; and
 - (e) Return to Covered Entity or, if agreed to by Covered Entity, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- (ii) Survival. The obligations of Business Associate under Paragraph (i) shall survive the termination of this Agreement.

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Subgrantee: Laramie County Commissioners as Governing Body for the Laramie County Court Supervised Treatment Program	Invoice Number
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Submit To:

Behavioral Health Division, Mental Health and Substance Abuse Services Section <u>BHD.MHSAinvoices@wyo.gov</u> Subject Line: SOR 4 Invoice	Invoice Month
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<i>Services this Month</i>		<i>Totals</i>
Opioid Use Disorder	Number of new clients this month	
	Participants who left the program	
	Total Enrolled for Participation (for PMPM)	
Recovery	Number of OUD clients receiving recovery services this month	

Stimulant Use Disorder	Number of new clients this month	
	Participants who left the program	
	Total Enrolled for Participation (for PMPM)	
Recovery	Number of Stimulant clients receiving recovery services this month	

Current Invoice	Monthly Total
OUD PMPM	\$ -
Stimulant PMPM	\$ -
Recovery Services (Submit all supporting documentation for reimbursement)	\$ -
Total Month Request	\$ -
In order to utilize contingency management as part of the services provided under this Contract, all required documentation must be submitted with each monthly invoice. This documentation must adhere to the specifications outlined in Attachment A, Statement of Work, Section IV: Contingency Management.	
Failure to submit the required documentation as specified will hold up payment of the invoice until the necessary information is received.	
Sign	Date

Subrecipients under the Federal award must certify to the pass-through entity whenever applying for funds, requesting payment, and submitting reports: "I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812." Each such certification must be maintained pursuant to the requirements of § 200.334. This paragraph applies to all tiers of subrecipients.

Attachment D
Data Management Plan – SOR Grant Only

Acronyms/Definitions:

BHMS:	Behavioral Health Management System
COB:	Close of Business
ESR:	Event Service Record. This is the data set submitted to BHMS that contains the service performed and the unit(s) of time the Participant spent receiving that service.
GPRA Data Tool:	Wyoming's online system for reporting Government Performance and Results Act (GPRA) data to the Substance Abuse and Mental Health Services Administration (SAMHSA).
Interim:	An Interim record is an updated admission record. Interim records are required, at a minimum, every three (3) months for each open SOR Participant or any time key data changes.
Data Unit:	The Agency Behavioral Health Division Data Unit provides training and technical assistance in using BHMS and the GPRA Data Tool to report data. Manages the reporting process and data needs for the providers and the Agency.
MIS:	Management Information System. Refers to the core demographic, diagnostic, and clinical data set submitted to BHMS. The MIS data can be submitted as an Admit, Discharge, or Interim record set.
OD:	Opioid Use Disorder diagnosis
SOR:	Federal State Opioid Response Grant

Data Deliverables:

The below table demonstrates the Contract deliverables due that have not been detailed in other areas of the Contract.

Attachment D
Data Management Plan – SOR Grant Only

ID	Category	Requirement	Due Date	How to Report	Fidelity/Monitoring
1	Completeness	All Participant records submitted to BHMS using designated SOR agency codes	Annually by October fifteenth (15 th) for the previous federal fiscal year (FFY) (Ex: FFY24 data must be completed and finalized by COB October 15, 2024; FFY25 data must be completed and finalized by COB October 15, 2025)	BHMS: MIS and ESR	Site Review/Desk Audit: Spot Check
2	Completeness	Participant records must have no missing values in required fields	At time of submission	BHMS: MIS and ESR	BHMS Level 1 validation
3	Completeness	Less than five percent (5%) of required fields in a data set, per Participant, can be marked as "unknown" The selection of "unknown" should be a last resort	At time of submission	BHMS: MIS and ESR	BHMS Level 2 validation
4	Completeness	Complete an Interim record at least every three (3) months for each open SOR Participant	Annually by October fifteenth (15 th) for the previous federal fiscal year (FFY) (Ex: FFY24 data must be completed and finalized by COB October 15, 2024; FFY25 data must be completed and finalized by COB October 15, 2025)	BHMS: Upload or manually enter (MIS Interim form)	BHMS Level 3 validation
5	Completeness	Submit the Daily Living Activities (DLA-20) Functional Assessment Tool data set at admission, every ninety (90) days, and at discharge for each SOR Participant	Annually by October fifteenth (15 th) for the previous federal fiscal year (FFY) (Ex: FFY24 data must be completed and finalized by COB October 15, 2024; FFY25 data must be	BHMS: Upload or manually enter (MIS form)	BHMS Level 3 validation, DLA-20 tickler list

Attachment D
Data Management Plan – SOR Grant Only

			completed and finalized by COB October 15, 2025)		
6	Completeness	Social Security numbers are required for all Participants. It is permissible to have up to five percent (5%) missing per agency due to immigrant status or similar anomalies	At time of submission	BHMS: Upload or manually enter (MIS Admission form)	BHMS SSN Monitoring Report
7	Timeliness	Submit MIS Admissions, Interims, and Discharges for all SOR Participants in treatment (except drug court participants)	Annually by October fifteenth (15 th) for the previous federal fiscal year (FFY) (Ex: FFY24 data must be completed and finalized by COB October 15, 2024; FFY25 data must be completed and finalized by COB October 15, 2025)	BHMS: Upload or manually enter (MIS forms)	BHMS Level 3 validation
8	Timeliness	Submit ESR's for all SOR Participants in treatment (except drug court participants)	Annually by October fifteenth (15 th) for the previous federal fiscal year (FFY) (Ex: FFY24 data must be completed and finalized by COB October 15, 2024; FFY25 data must be completed and finalized by COB October 15, 2025)	BHMS: Upload or manually enter (ESR form)	BHMS Level 3 validation
9	Timeliness	Submit the DLA-20 data set at admission, every ninety (90) days, and at discharge for each SOR Participant	Annually by October fifteenth (15 th) for the previous federal fiscal year (FFY) (Ex: FFY24 data must be completed and finalized by COB October 15, 2024; FFY25 data must be completed and finalized by COB October 15, 2025)	BHMS: Upload or manually enter (MIS form)	BHMS Level 3 validation, DLA-20 tickler list

Attachment D
Data Management Plan – SOR Grant Only

10	Accuracy	Monthly reconciliation completed of all SOR MIS & ESR data.	Monthly by the fifteenth (15 th) day, beginning November 15th, 2024	BHMS: Monthly Report	Reports: Accuracy	Less than five percent (5%) difference between Subrecipient's data and BHMS data by required date and as acknowledged through a "Yes" on the Monthly Accuracy Report. If they don't match, respond with a "No" and send an email to the BHMS helpdesk at wdh-bhd-datasytem-helpdesk@wyo.gov as to why they don't match and what is being done to correct it
11	Accuracy	Any significant change in data elements for a particular SOR Participant needs to be reported to BHMS via an Interim record	Annually by October fifteenth (15 th) for the previous federal fiscal year (FFY) (Ex: FFY24 data must be completed and finalized by COB October 15, 2024; FFY25 data must be completed and finalized by COB October 15, 2025)	BHMS: Upload or manually enter (MIS Interim form)		Spot check via desk audit or on-site review
12	Accuracy	Invoicing: The data in BHMS must be consistent with the invoiced number of SOR Participants served during the month	To be counted for payment, BHMS data must be entered by the fifteenth (15 th) day of the month following the service. Invoice must be received by the twentieth (20 th) day of the following month	Attachment B, Invoice		Data in BHMS will be checked to ensure it matches the invoiced amounts. GPRA Data Tool will also be matched against BHMS data

Attachment D
Data Management Plan – SOR Grant Only

13	User Access	Notify Agency if any Subrecipient staff with access to BHMS leaves employment or no longer requires access or a user role	Immediately	Contact Data Unit	BHMS Login report, Quarterly User Audit
14	User Access	Respond to quarterly User Audit	Within 1 week of receipt	Contact Data Unit	Spot check via email response

Completeness:

In addition to the above completeness requirements, there is also an automated process that occurs in BHMS when a Participant has not received any services for more than ninety (90) days: a system generated (auto-discharge) will occur. This mechanism copies the most recent MIS form (which can be an Admit or Interim form) set of data to auto-populate the discharge. It is in the Subrecipient's best interest to limit these as much as possible as it will negatively skew outcomes by the lack of improvement. The Subrecipient can use the Auto-Discharge Report and System Discharged Episodes Report in BHMS to monitor these episodes so that more data can be entered. In cases where an admission record has been submitted to BHMS, but no services were delivered, the system will delete the record.

Timeliness:

Although the data for each federal fiscal year is not technically due until October fifteenth (15th) of the following federal fiscal year, it is highly recommended that accurate and complete data is submitted as early as possible.

Accuracy:

A large portion of accuracy derives from using set definitions for each data element collected by the BHMS data system. The BHMS Data Specification documents listed below define the fields, their rules, and the mechanism to upload or enter the data into BHMS. It is imperative that any persons uploading or entering data into BHMS are well versed in these documents and refer to them regularly.

- a. FY25 MIS Client and Treatment Data Rules
- b. FY25 MIS Master Data Set
- c. FY25 Event Service Record (ESR) Rules
- d. FY25 ESR Master Data Set
- e. FY25 MIS XML Schema
- f. FY25 ESR XML Schema

Another significant portion of accuracy is reconciling what is in BHMS versus the Subrecipient's own data system and records. This is required and is accomplished through signing off on the monthly accuracy report. If discrepancies are found between the Subrecipient's own system and

Attachment D

Data Management Plan – SOR Grant Only

BHMS, it is imperative that the Subrecipient work to remedy these. If the Subrecipient suspects there is an issue within BHMS, contact a member of the Data Unit that supports BHMS.

BHMS Validation:

Much of the accuracy and quality of the data within BHMS is created through the data definitions and through extensive validation built into the system. There are three (3) levels of validation: Level 1, Level 2, and Level 3.

Level 1 covers field-level validation. This validation goes through the upload file to ensure each of the fields is in the correct format. This includes validating date fields are in date format, numeric fields only have numbers (no alpha or special characters), and the correct number of digits in numeric fields. For example, the Medicaid ID field validation ensures the field is numeric only and that it contains either 9 or 10 digits.

Level 2 validates the property on the object. For example, the residence field requires a value of 1-9. Level 2 validation ensures the upload file does not contain 12 or any other number except for 1 through 9 in this field. Also included in this level of validation comparing values between fields within the form. For example, if the Funding Source field contains the value for Medicaid, the Medicaid Number field must have a value.

Level 3 validates property and object. This level compares data previously entered into the database with data in the upload file. For example, if the upload file contains a discharge form, Level 3 validation will ensure there is an admit form that matches the same Participant in the same program so a coherent episode of care can be constructed (i.e., if the Participant wasn't admitted they can't be discharged).

If any of the 3 levels is violated, the system will communicate an error and the provider must correct the data and upload or enter the corrected data.

BHMS User Access:

Access to BHMS may be requested by using the "Sign Up" option on the BHMS login screen or by contacting a member of the Data Unit. Any request for access will not be approved until the following requirements have been completed:

1. The request for access has been verified by a Subrecipient designated Access Control Contact. If a request for access for a new user did not originate from the Subrecipient's designated Access Control Contact, a member of the Data Unit will contact the Access Control Contact to verify the request is valid.
2. The requestor has completed system role specific training with a member of the Data Unit.

In the event that a user with access to BHMS leaves employment with the Subrecipient or no longer requires access or user role within BHMS, the Subrecipient's designated Access Control Contact must notify a member of the Data Unit immediately. Failure to report changes in required access may result in improper or inappropriate access to confidential and protected Participant information. To further mitigate the risk to

Attachment D

Data Management Plan – SOR Grant Only

protected information, the Data Unit conducts quarterly BHMS User Audits. A member of the Data Unit will contact the Subrecipient's designated Access Control Contact with a current list of users with active system access. The Access Control Contact must verify each user on the list and communicate any changes in required access within one (1) week of receiving the list.

GPRA Data Tool User Access:

Access to the GPRA Data Tool may be requested by contacting a member of the Data Unit. Any request for access will not be approved until the following requirements have been completed:

1. The request for access has been verified by a Subrecipient designated Access Control Contact. If a request for access for a new user did not originate from the Subrecipient's designated Access Control Contact, a member of the Data Unit will contact the Access Control Contact to verify the request is valid.
2. The requestor has completed system role specific training with a member of the Data Unit.

In the event that a user with access to the GPRA Data Tool leaves employment with the Subrecipient or no longer requires access or user role within the GPRA Data Tool, the Subrecipient's designated Access Control Contact must notify a member of the Data Unit immediately. Failure to report changes in required access may result in improper or inappropriate access to confidential and protected Participant information. To further mitigate the risk to protected information, the Data Unit conducts quarterly GPRA Data Tool User Audits. A member of the Data Unit will contact the Subrecipient's designated Access Control Contact with a current list of users with active system access. The Access Control Contact must verify each user on the list and communicate any changes in required access within one (1) week of receiving the list.

For information on Access Control Contacts or to designate a new contact, contact a member of the Data Unit.

State Opioid Response (SOR) Grant: Key Data Points and BHMS Crosswalk

SOR Grant Participant information and ESRs are recorded using the designated SOR agency code.
Record services listed in Attachment A, Statement of Work, Section III.H., Medication Assisted Treatment.

- ESR funding source recorded as "Other"
- Any services not listed are not recorded using the SOR agency code and are not eligible for SOR funding

Scope of Work Data Element	Where to report	BHMS Crosswalk
III.I. Participant: Limited to OUD diagnosis, demonstrated history of opioid overdose, stimulant use	BHMS and GPRA Data Tool	Opioid or Stimulant Drug Problem 1, 2, 3, or 4: Includes Heroin, Non-Rx Methadone, Other Opiates and Synthetics, Buprenorphine,

Attachment D
Data Management Plan – SOR Grant Only

disorder, or demonstrated history of stimulant overdose.		Methamphetamine, Cocaine/Crack, Other Amphetamines, or Other Stimulants
III.H. & III.M. Number of persons served during the month	BHMS and GPRA Data Tool Monthly Report	
IV.M. Six-month follow-up and discharge	GPRA Data Tool	
III.F. Graduation rate	BHMS and GPRA Data Tool	Numerator: Treatment Complete Denominator: Treatment Complete + No Show + Other + Unknown + Terminated by Facility + Against Medical Advice
BHMS ESR Crosswalk		
Treatment Component	BHMS ESR	
Care Coordination	Case Management	
Case Management	Case Management Group Case Management	
Clinical Assessment	Clinical Assessment	
Counseling	Agency-based Individual/Family Therapy Community-based Individual/Family Therapy Group Therapy Intensive Outpatient Group Women's Intensive Outpatient Group	
MAT for Opioid Use	MAT for Opioid Use	
Medication Services	Medication Management: Psychiatrist, General Physician, Advanced Practice Registered Nurse, Physician Assistant, Registered Nurse, Licensed Practical Nurse	
Peer Specialist Services	Peer Specialist Individual, Peer Specialist Group	
Supported Employment	Supported Employment	
Telehealth/Mobile Applications	Record based on the MAT or Stimulant Use Disorder service provided	



CERTIFICATE OF LIABILITY COVERAGE

The Wyoming Association of Risk Management (WARM), a joint-powers liability pool, provides comprehensive general liability and automobile liability coverage to Laramie County, Wyoming, subject to the following limitations:

- \$250,000 per claimant as listed in W.S. 1-39-118.
- \$500,000 per occurrence as listed in W.S. 1-39-118.
- \$16,000,000 per claim for claims brought solely under Federal Law as provided in W.S. 1-39-118(b)(ii).
- \$16,000,000 per claim for all other claims not brought under the Wyoming Governmental Claims Act.
- Laramie County and WARM preserve all immunities under Wyoming law.
- The terms and conditions of the WARM coverage document also restrict coverage.
- The coverage period is July 1, 2024 through July 1, 2025.

Certified:

A handwritten signature in black ink, appearing to read "Joe Constantino", written over a horizontal line.

Joseph Constantino
Executive Director





LARAMIE COUNTY GOVERNMENT

Unique Entity ID E9DLJC1HGNQ8	CAGE / NCAGE 398U8	Purpose of Registration Federal Assistance Awards Only
Registration Status Active Registration	Expiration Date Oct 12, 2024	
Physical Address 309 W 20TH ST Cheyenne, Wyoming 82001-3601 United States	Mailing Address 310 W. 19TH Street Suite 300 Cheyenne, Wyoming 82001-4449 United States	

Business Information

Doing Business as (blank)	Division Name Laramie County	Division Number (blank)
Congressional District Wyoming 00	State / Country of Incorporation (blank) / (blank)	URL (blank)

Registration Dates

Activation Date Oct 16, 2023	Submission Date Oct 13, 2023	Initial Registration Date May 18, 2005
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Entity Dates

Entity Start Date Jan 1, 1890	Fiscal Year End Close Date Jun 30
----------------------------------	--------------------------------------

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
-----------------	--------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
-----------------	--------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USA spending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search/Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure U.S. Government Entity	Entity Type US Local Government	Organization Factors (blank)
Profit Structure (blank)		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Government Types

U.S. Local Government

County

Other Government Entities

Council of Governments

Financial Information

Accepts Credit Card Payments

No

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

398U8

Points of Contact**Electronic Business**

X

Sandra L Bay, Grants Manager

310 W 19TH Street

Suite 320

Cheyenne, Wyoming 82001

United States

Government Business

X

Sandra Bay, Grants Manager

310 W. 19TH Street

Suite 320

Cheyenne, Wyoming 82001

United States

Past Performance

X

Sandra Newland

310 West 19TH Street

Suite 300

Cheyenne, Wyoming 82001

United States

KAREN Fortney

309 W 20TH ST

Cheyenne, Wyoming 82001

United States

Service Classifications**NAICS Codes**

Primary

NAICS Codes

NAICS Title

Disaster Response

This entity does not appear in the disaster response registry.

Contract #: 242490

Entry Date: 8/2/2024 2:54:56 PM

Department: Wyoming Department of Health, Behavioral Health Division

Agency Contact: Cain, Theresa

Phone: 777-3365

Other Agency Contact: 777-2860

WYOMING ATTORNEY
GENERAL'S OFFICE

AUG 15 2024

Chandler Pauling
Assistant Attorney General

Client Comments: Please see CS#242237 as template -
Government provisions applied for
Government contractor

600 Series
Contract
\$ 152,200.00

Contractor/Vendor Name: Laramie County Commissioners as
Governing Body for the Laramie
County Drug Court

Contract Title: Laramie County Court
Supervised Treatment - FY25 -
SOR

Contract Type: General Services - Federal
Funds

Contract Amount: 152200.0000 ✓

Contract Effective Date:

Contract Expiration Date: 10/15/2025 12:00:00 AM

Status: Attorney Review Complete

RETURN VIA: Ink Signature - Inter-agency Mail

Assigned Attorney: Chandler Pauling



Behavioral Health Division
122 W 25th Street, Herschler 2 West, Suite B
Cheyenne, WY 82002
(307) 777-6494 • 800-535-4006
Fax (307) 777-5849 • www.health.wyo.gov



Stefan Johansson
Director

Mark Gordon
Governor

DIRECTOR'S CONTRACT MEMORANDUM

Date: July 29, 2024

To: Stefan Johansson, Director
Wyoming Department of Health

From: Erica Mathews, Grant and Programs Unit Manager
Behavioral Health Division

Subject: Contract; Laramie County Commissioners as Governing Body for the Laramie County Court Supervised Treatment Program; \$152,200.00

Funding Source (Phase): SOR GFY 25

Ref.: EM-2024-130

Priority: Normal.

Purpose: The Wyoming Department of Health, Behavioral Health Division (Agency) is requesting to contract with Laramie County Commissioners as Governing Body for the Laramie County Court Supervised Treatment Program (Subrecipient) in order to provide opioid use disorder and stimulant use disorder treatment and recovery services. This Contract will be funded through the Substance Abuse and Mental Health Services Administration State Opioid Response (SOR) Grant (September 30, 2024-September 29, 2025).

Justification: The Agency anticipates receiving the 2024 SOR Grant, which requires recipients to address opioid use disorders and stimulant use disorders in Wyoming through the provision of treatment and recovery services. The Subrecipient is new to the SOR Project but has shown through other programs that they possess the capacity, experience, and expertise necessary to achieve the Grant's required deliverables and goals.

EM/tc

Attachments: Original Contract
Attachment A – Statement of Work
Attachment B – Business Associate Agreement
Attachment C – Invoice
Attachment D – Data Management Plan

c: Matthew Petry, MPA, Senior Administrator, Behavioral Health Division

Wyoming Department of Health Fiscal Services
Contract (600 Series) Required Submission Form

FOR CONTRACT WITH: Laramie County Drug Court

**Attach in this order: (1) Director's Memo (2) Fiscal Documents (3) Original Contract
 (3) All Attachments (4) Grant Application (if applicable)**

Division:	BHDD	Program:	SOR/OSF	Fiscal manager & Phone #	Ashlie Gamble 777-5645	Fiscal Approval. AG	Mgnr
Grant(s):	Yes_X No ___	Grant Period(s):	9/30/24-9/29/25	Contract Term:	9/30/24-9/29/25	Date:	8/5/24

Current BFY	Source of Funds	Program	Current Budget	Encumbrances Expenditures Date	+ to	Funding Contract	for	Unobligated Funds
2025	FED - GFY25	SOR	\$ 4,000,000.00	\$ 3,356,696.00		\$ 152,200.00		\$ 491,104.00
2025	Other-BFY25	OSFSTREAT	\$ 2,940,578.41	\$ 1,244,253.00		\$ -		\$ 1,696,325.41
								\$ -
								\$ -
Totals			\$ 6,940,578.41	\$ 4,600,949.00		\$ 152,200.00		\$ 2,187,429.41

Attached is the following type of 600 Series Contract:

- ☐ Local Government
☐ Federal Government
☐ Private Institutions and Organizations
☒ Grant Award Agreement/Grant
☐ ARRA/ACA Funding
☐ Other _____

***ALL FEDERALLY FUNDED CONTRACTS MUST CONTAIN
 REQUIRED FEDERAL PROVISIONS***

GRANT AWARD CONTRACTS MUST CONTAIN THE FOLLOWING INFORMATION:

Award Amount: \$4,000,000
 Federal Share: \$4,000,000
 Matching Amount: \$0
 Award Period: (Project Period) 9/30/24-9/29/25
 CFDA #: 93.788
 Project ID: 1H79TI083290-01

WOLFS-GAE

(600 Series Encumbrance) Revised 09/2017

Type	Agency	ID Number
GAE	048	0

BFY
2025

Date
07/18/24

Accounting Use Only
Entered by:
Approved by:
Date Approved

Vendor Number	Vendor Name			Encumbrance Total
VC000000788	Laramie County Drug Court			\$0.00
Street Address:	309 West 20th Street	Cobblestone #		
City/State/Zip	Cheyenne, WY 82001	Contract Term	9/30/2024-9/29/2025	
Resp Party/ Ext		Contract Total	\$152,200.00	

OBJ	0628	SUB OBJ	01
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ACCOUNTING LINE:

Line	Description	Amount	Fund	Unit	Appr	Function	Program	Phase
1	SOR 2025	\$0.00	FED	2507	250	0	SOR	GFY25
2		\$0.00	000	0000	000	0	0	0
3		\$0.00	000	0000	000	0	0	0
4		\$0.00	000	0000	000	0	0	0
5		\$0.00	000	0000	000	0	0	0
6		\$0.00	000	0000	000	0	0	0
7		\$0.00	000	0000	000	0	0	0
8		\$0.00	000	0000	000	0	0	0
9		\$0.00	000	0000	000	0	0	0

TOTAL	\$0.00	Additional Coding Pages Attached						
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PROGRAM MGR
APPROVAL:

FISCAL MGR APPROVAL: