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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. <u>Term of Contract.</u> 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.

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 Sübrecipient 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.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

9. <u>Signatures.</u> 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 He	ealth Division	
Stefan Johansson, Director Wyoming Department of Health		8 -28 - 2024 Date
Matthew Petry, MPA, Serior Administrator		08/21/24 Date
Behavioral Health Division SUBRECIPIENT:	*	
Laramie County Commissioners as Governing	Body for the Laramie C	County Court Supervised
Treatment Program	•	•
R L		8/20/2024
Signature		Date
Brian Lovett CHAIRMAN Printed Name and Title		
Printed Name and Title ATTEST Mellia K. Vel	=	
ATTORNEY GENERAL'S OFFICE: APPI	POVAL AS TO FORM	
ATTORNET GENERAL SOFFICE. ATT	AOVAL AS TO FORM	
G/1 · #242490		8-15-74
Chandler Pauling, Assistant Attorney General		Date
	RECEIVED AND APPR	OVED AS

TO FORM ONLY BY THE LARAMIE COUNTY ATTORNEY

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

Page 10 of 10

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, Serior Administrator Behavioral Health Division	08/21/24 Date
SUBRECIPIENT: Laramie County Commissioners as Governing Body for the Laramie Co Treatment Program SEE ATTACHED	ounty Court Supervised Aug 20, 2024
Signature	Date
Brian Lovett, Chairman	
Printed Name and Title	
ATTEST SEE ATTACHED	
ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM	X
-#242490	8-15-24
Chandler Pauling, Assistant Attorney General	Date

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

9.

Signatures.

Contract.

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 Performance Period of the Contract is from September 30, 2024 through October 15, 2

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. <u>Discharge</u> 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. <u>Follow-up</u> 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. <u>GPRA tool</u> 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

- leave because of death, incarceration, recommended for another level of care, or transferred out of the program for medical reasons.
- G. <u>Intake</u> 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. <u>Care Coordination</u> 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. <u>Case Management</u> 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. <u>Clinical Treatment</u> may include outpatient, intensive outpatient, day treatment, partial hospitalization, or inpatient hospitalization.
 - 4. <u>Counseling</u> 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. <u>MAT Services</u> 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. <u>Peer Specialist Services</u> 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. <u>Participant</u> 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. <u>Per Member Per Month (PMPM)</u> 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. <u>Recovery Housing</u> 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. <u>Recovery Supports</u> 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. <u>Stimulant Use Disorder Services</u> 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. <u>Case Management</u> as defined in Section III.H.2.
 - 3. Clinical Treatment as defined in Section III.H.3.
 - 4. <u>Counseling</u> 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. <u>Contingency Management</u> (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. <u>Substance Abuse and Mental Health Services Administration (SAMHSA)</u> 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. <u>Telehealth</u> (also known as telemedicine) means the use of telecommunication technology and evidence-based practices to deliver MAT services or Stimulant Use Disorder Services.
- P. <u>Warm Hand-off</u> 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. <u>Web Infrastructure for Treatment Services (WITS)</u> is an online platform that provides the ability for subrecipients to submit required data sets.
- IV. <u>Contingency Management (CM)</u> 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;

- 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. <u>Scope of Work</u> 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.

- 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.

- 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 copayments 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:

- 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. <u>Deliverables</u>

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 -	Payment integrated
	October 15, 2025	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	ł	
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 –	Estimated
	September 29, 2025	reimbursement
		\$96,600.00
1. Institute an evidence-based model		PMPM: \$1,150.00
appropriate for the population of focus that		
results in the timely delivery of Section III.H.,		
Medication-Assisted Treatment (MAT). The	ł	
focus population must include individuals with	t	
OUD, including transitional-aged youth and		
those released from prison, jails, emergency	Ì	
rooms, hospital stays, and residential treatment.		

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 –	Estimated
	September 29, 2025	reimbursement
		\$51,000.00
Institute processes that result in the		PMPM: \$850.00
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.		
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.	9	
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.		1
6. Goal of serving an average of five (5)		
stimulant use disorder Participants per month.		

DELIVERABLES	TIMELINE	PAYMENT
D. Recovery Supports	September 30, 2024 –	Payment shall not
	September 29, 2025	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. <u>Purpose of Agreement.</u> 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.

- 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) <u>HIPAA Rules.</u> "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,

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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)

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. <u>Term of Agreement.</u> 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)
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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.

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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)

Page 3 of 6

- 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:

- 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;

Attachment B

- (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) <u>Survival.</u> The obligations of Business Associate under Paragraph (i) shall survive the termination of this Agreement.

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Invoice Number Laramie County Commissioners as Governing Body for the Laramie County Court				
Supervised Treatment	Program			
Submit To:				
Behavioral Health Divis	ion, Mental Health and Substance Abuse Services Section	Invoice Month		
BHD.MHSAinvoices@y	vyo.gov			
Subject Line: SOR 4 Inv	roice			
_	Services this Month	Totals		
O-tald Has	Number of new clients this month			
Opioid Use Disorder	Participants who left the program			
District	Total Enrolled for Participation (for PMPM)	M1		
Recovery	Number of OUD clients receiving recovery services this month			
Stimulant Use	Number of new clients this month			
Disorder	Participants who left the program			
-	Total Enrolled for Participation (for PMPM)	100 1 41		
Recovery Number of Stimulant clients receiving recovery services this month				
	Current Invoice	Monthly Total		
OUD PMPM	Current myorce	\$ -		
Stimulant PMPM		\$ -		
	Submit all supporting documentation for reimbursement)	\$ -		
	Total Month Request	s -		
must be submitted with a Statement of Work, Sec	gency management as part of the services provided under this Contracted the monthly invoice. This documentation must adhere to the specification IV: Contingency Management. Quired documentation as specified will hold up payment of the invoice of	t, all required documentation tions outlined in Attachment A,		
	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.

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	Wyoming's online system for reporting Government Performance and Results Act (GPRA) data to the Substance Abuse and
Tool:	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.
OUD:	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
	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	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 (15th) 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 Level 3 validation
5	Completeness	(DLA-20) Functional Assessment Tool data set at admission, every ninety (90) days, and at discharge for	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, tickler list

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

COB October 15, 2025)

Data Management	Plan -	SOR	Grant	Only
Data Managomont	ı ıaıı		Olani	OHIV

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10	Accuracy	Monthly reconciliation completed of			Less than five percent
		all SOR MIS & ESR data.	day, beginning November 15th,	Monthly Accuracy	(5%) difference between
			2024	Report	Subrecipient's data and
					BHMS data by required
					date and as
l					acknowledged through a
				9	"Yes" on the Monthly
31.					Accuracy Report. If
					they don't match,
					respond with a "No" and
					send an email to the
					BHMS helpdesk at
					wdh-bhd-datasystem-
					helpdesk@wyo.gov as
					to why they don't match
				;•	and what is being done
					to correct it
11	Accuracy		Annually by October fifteenth		
		-	(15 th) for the previous federal	(audit or on-site review
		Participant needs to be reported to	, , , ,	Interim form)	
		BHMS via an Interim record	data must be completed and		
			finalized by COB October 15,		
			2024; FFY25 data must be		
			completed and finalized by	920	
			COB October 15, 2025)	*** <u>*</u>	
12	Accuracy	_	To be counted for payment,	·	Data in BHMS will be
		1.	BHMS data must be entered by	Invoice	checked to ensure it
		of SOR Participants served during the			matches the invoiced
		month	month following the service.		amounts. GPRA Data
			Invoice must be received by the		Tool will also be
			twentieth (20 th) day of the		matched against BHMS
			following month		data

Data Management Plan - SOR Grant Only

13	User Access	Notify Agency if any Subrecipient	Immediately	Contact Data Unit	BHMS Login report,
		staff with access to BHMS leaves			Quarterly User Audit
		employment or no longer requires			
		access or a user role			
14	User Access	Respond to quarterly User Audit	Within I 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

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

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 <u>SOR agency code.</u>
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,	BHMS and GPRA Data Tool	Opioid or Stimulant Drug Problem 1, 2, 3, or 4:		
demonstrated history of opioid overdose, stimulant use		Includes Heroin, Non-Rx Methadone, Other		
		Opiates and Synthetics, Buprenorphine,		

Data Management Plan - SOR Grant Only

2	ramagomone r han ook orane om	(
disorder, or demonstrated history of stimulant		Methamphetamine, Cocaine/Crack, Other				
overdose.		Amphetamines, or Other Stimulants				
III.H. & III.M. Number of persons served during the	BHMS and GPRA Data Tool					
month	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				
	Î	Denominator: Treatment Complete + No Show				
		+ Other + Unknown + Terminated by Facility +				
		Against Medical Advice				
BHMS ESR Crosswalk						
Treatment Component	BHMS ESR	300 -0 30				
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:

Joseph Constantino Executive Director





LARAMIE COUNTY GOVERNMENT

Unique Entity ID

E9DLJC1HGNQ8

Registration Status **Active Registration**

Physical Address 309 W 20TH ST

Cheyenne, Wyoming 82001-3601

United States

CAGE / NCAGE

398118

Expiration Date Oct 12, 2024

Mailing Address

310 W. 19TH Street Suite 300

Cheyenne, Wyoming 82001-4449

United States

Business Information

Doing Business as

(blank)

Congressional District Wyoming 00

Division Name Laramie County

State / Country of Incorporation

(blank) / (blank)

Division Number (blank)

Purpose of Registration

Federal Assistance Awards Only

URL (blank)

Registration Dates

Activation Date Oct 16, 2023

Submission Date Oct 13, 2023

Initial Registration Date

May 18, 2005

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 USAspending.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

Jul 03, 2024 02:31:44 PM GMT https://sam.gov/entity/E9DLiCHIGNQ8/coreData?status=null

Page 1 of 2

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

FinancialInformation

Accepts Credit Card Payments

Debt Subject To Offset

No

EFT Indicator

CAGE Code

0000

398U8

Points of Contact

Electronic Business

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310 W 19TH Street

Sandra L Bay, Grants Manager

Suite 320

Cheyenne, Wyoming 82001

United States

Government Business

2

310 W. 19TH Street

Sandra Bay, Grants Manager

Suite 320

Cheyenne, Wyoming 82001

United States

Past Performance

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310 West 19TH Street

Suite 300

Cheyenne, Wyoming 82001

United States

KAREN Fortney

Sandra Newland

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 Cover Sheet

Contract #: 242

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

Contract 8 152,200,00

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

(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

c:

Attachments:

Original Contract

Attachment A – Statement of Work

Attachment B – Business Associate Agreement

Attachment C - Invoice

Attachment D – Data Management Plan

Matthew Petry, MPA, Senior Administrator, Behavioral Health Division

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

		FOR CONTRAC	CT WITH: Laram	ie County Drug Co	ourt		
	Attach in th			cal Documents (3)			
Division:	BHDD	Program:	SOR/OSF	Fiscal manager & Phone #	Ashlie Gamble 777-5645	Fiscal Mgnr Approval. AG	
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	
		1 2	A		As	Alis Gambie	
Current BFY	Source of Funds	Program	Current Budget	Encumbrances + Expenditures to Date	Funding for Contract	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	
	- 25					-	
1			1			\$ -	
Totals	1		\$ 6,940,578.41	\$ 4,600,949.00	\$ 152,200.00	\$ 2,187,429.41	
-	☐ Local Governi ☐ Federal Gover ☐ Private Institu	rnment tions and Organia Agreement/Grant	*ALL FE	EDERALLY FUNDEI ED FEDERAL PRO		UST CONTAIN	

GRANTAWARDICONTRACTSIMUSTICONTAIN THE FOULDWING 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

Other_

Project ID: 1H79TI083290-01

October 2020

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(600 Series Encumbrance) Revised 09/2017

BFY 2025

Date 07/18/24 Accounting Use Only

Entered by:

Approved by:

Date Approved

Type	Agency	ID Number
GAE	048	0

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

	9		4
OBJ	0626	l SUB OBJ	01

ACCOUNTING LINE:

ine	Description	Amount	Fund	Unit	Appr	Function	Program	- Phase
1	SOR 2025	\$0.00	FED	2507_	250	0	SOR	GFY25
2	- 8 a -	\$0.00	. 000	0000	000	. 0	. 0	~~~~~ ~ ~~~~~~~
\. 3	المراقع الم	\$0.00	.000	0000	000	0	0.000	0
4	and a suppressed design of the state of the	\$0.00		0000	000	0	a same our Oresans	27726220202020
5		\$0.00	000	0000	000	0	0	0 .
6		\$0.00	000	0000	000	0	0	0
,		\$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			Addition	nal Coding Pages At	tached	

PROGRAM MGR	
APPROVAL:	

FISCAL MGR APPROVAL: