

CONTRACT FOR SUBSTANCE ABUSE TREATMENT SERVICES
between
LARAMIE COUNTY, WYOMING and FOUNDATIONS, LLC

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, WY, 82003 ("COUNTY") and Foundations Counseling and Consulting of Wyoming, LLC, 515 E. Carlson Street Suite 104, Cheyenne Wyoming 82009 ("CONTRACTOR"). The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is for CONTRACTOR to provide substance abuse and mental health treatment services, drug testing, and other treatment related services for the Laramie County Drug Court program participants.

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties and shall remain in full force and effect until June 30, 2024.

(A) RESPONSIBILITIES OF COUNTY

COUNTY shall pay CONTRACTOR one hundred sixty-three thousand one-hundred forty-eight (\$163,148.00) for substance abuse treatment, mental health treatment, drug testing, and for other support services provided to the Laramie County Drug Court program. Payment will be made monthly upon receipt of CONTRACTOR'S invoice to the COUNTY, or submission of other documentation certifying completion of the services, and upon review and approval by the Director of the Laramie County Treatment Court programs. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

(B) RESPONSIBILITIES OF CONTRACTOR

1. CONTRACTOR shall provide and complete the services described in "Proposal No.0007-4/01/20," which is incorporated into this agreement by this reference as Attachment "A", and a copy of which is retained in the Treatment Court program office.
2. CONTRACTOR shall notify the Drug Court Team within twenty-four (24) hours of any known or suspected Drug Court program rule violation, probation violation, or any law violation committed by any Drug Court participant whether substantiated or not.
3. The CONTRACTOR agrees to maintain appropriate national accreditation and State of Wyoming Department of Health certifications for substance use disorders. CONTRACTOR is obligated to notify COUNTY immediately of any loss of accreditation or certification. The CONTRACTOR'S accreditation/certifications are material components of the Agreement. Loss of accreditation/certification constitutes a breach and will result in termination of the Agreement and termination of payment. COUNTY will

be responsible for payment for services received prior to the loss of accreditation/certification.

4. The CONTRACTOR will maintain and provide as necessary any accreditation or certification report for substance abuse disorder services resulting from the most recent accreditation or certification visit. If accreditation or certification occurs during the term of this agreement, the CONTRACTOR will provide a PDF copy of the accreditation or certification report, Quality Improvement Plan (QIP), or any other accreditation or certification related documents to the COUNTY.
5. The CONTRACTOR shall provide a PDF copy of the Annual Conformance to Quality Report (ACQR) and documentation that the ACQR was accepted by the accrediting body to the COUNTY.
6. The CONTRACTOR shall provide a PDF copy of any ongoing communication of administrative issues, significant events, or corrective action plans that may be required for accreditation or certification to the COUNTY.
7. The CONTRACTOR agrees to meet the following Department of Health performance measures:
 - a. Provide an average of three and one-half (3.5) hours ancillary services or referrals per participant per month.
 - b. Provide an average of five (5) treatment attendance contacts per participant per month.
8. CONTRACTOR agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions. It is agreed that finished or unfinished documents, data or reports, prepared by CONTRACTOR under this contract shall be considered the property of the COUNTY and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for the convenience of the COUNTY, will be turned over to the COUNTY.

(C) GENERAL PROVISIONS

1. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.
2. Acceptance Not Waiver: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for,

any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

3. **Termination:** This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.
4. **Entire Agreement:** This Agreement represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.
5. **Assignment:** Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.
6. **Modification:** This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.
7. **Invalidity:** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.
8. **Applicable Law and Venue:** The parties mutually understand and agree that this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.
9. **Contingencies:** CONTRACTOR certifies and warrants no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.
10. **Discrimination:** All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.
11. **ADA Compliance:** All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly

promulgated rules and regulations relating thereto.

12. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.
13. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision, including all insurance required in the attached Exhibit 1: "Insurance Requirements," and shall file certificates of such insurance satisfactory to the County and approved by the County.
14. Third Parties: The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement and shall inure solely to the benefit of the parties to this Agreement.
15. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.
16. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.
17. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR, the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims if COUNTY knows of the

shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. If the available funds dedicated to this agreement are depleted prior to the expiration date of this agreement, the CONTRACTOR agrees to continue to provide services to Drug Court participants as specified in this agreement and in the CONTRACTOR's RFP until the expiration of this agreement or until new funds become available. Any additional services provided to the COUNTY in accordance to this Agreement, which remains uncompensated at the end of the fiscal year shall be documented and provided to the Director of the Laramie County Treatment Court programs to be used as in-kind donations in future funding applications.

18. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered to such party. A party may change its address for notice hereunder by giving written notice to the other party.
19. Compliance with Laws: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.
20. Agreement Controls: Where a conflict exists or arises between any provision or condition of this Agreement, and any provisions and conditions set forth in its attachments this Agreement shall control.

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Signature Page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Troy Thompson, Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: FOUNDATIONS COUNSELING AND CONSULTING OF WYOMING, LLC

By:  Date 7/17/23
Ronnie Blanton, CEO, Foundations, LLC

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  Date: 8/8/23
Laramie County Attorney's Office

Exhibit 1
Insurance Requirements

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of Wyoming with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor’s profession with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate. *(If applicable – see footnote next page)*

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees and volunteers are to be covered as additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance of self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of Entity.

Waiver of Subrogation

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained, and evidence of insurance must be provided *for at least five (5) years after completion of the contract work.*

3. If coverage is cancelled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to* the contract effective date, the contractor must purchase “extended reporting” coverage for a minimum of *five (5) years* after completion of work.

Verification of Coverage

Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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Overview

Foundations Counseling & Consulting of Wyoming, LLC, (hereinafter referred to simply as Foundations) is pleased to offer this proposal in response to the current RFP for substance use disorder treatment services for Laramie County Drug Court. Foundations has the desire and ability to provide a comprehensive continuum of services for individuals with a single diagnosis of substance use disorder and/or a significant mental health diagnosis (dual diagnosis), as well

As the current provider of substance abuse treatment and therapeutic services to the Laramie County Drug Court, we have enjoyed a very satisfying and productive relationship with the court and look forward to continuing to provide the highest quality services to the citizens of Laramie County. Within this context, we have developed cooperative and productive relationships with personnel and agencies throughout the Wyoming Justice System. Through fulfillment of service contracts with public agencies throughout the region, we have developed the expertise to effectively interact with attorneys, law enforcement, probation, parole, other provider agencies, and with the Courts. We take pride in occupying a position of trust within this system.

Professional offices of Foundations are located at 515 E. Carlson St., Suite 104, in Cheyenne. Drug Court clients will have comfortable, confidential meeting and interview rooms where individual; family and group services can be provided in a professional atmosphere. We are located in the Indian Hills Business Center, on the community bus route approximately 1 ½ miles north of downtown. Our building is wheelchair accessible.

In summary, we have a proven track record of success in the provision of high-quality services to residents of Laramie County. We maintain the human and fiscal resources required to do an outstanding job. We look forward to continuing a close professional association with Laramie County Drug Court.

Statement of Qualifications

- (A) Who are the licensed and/or certified professionals within your organization?**
- a. James Nelson MA, LPC, Wyoming License Number 1388, Expires Nov. 20, 2020
 - b. Jessikah Kipf MS, PLPC, Wyoming Provisional License Number 1183, Expires April 21, 2023
- (B) What licensures do they have**
- a. Licensed Professional Counselor (see attachment A)
 - b. Provisional Licensed Professional Counselor
- (C) When did your program become CARF certified?**
- a. May 1, 2014. Currently we are accredited until March 31, 2023. (see attachment B)
- (D) When did your program receive its last State of Wyoming accreditation?**
- a. February 28, 2019 (See Attachment C)
- (E) What type of training has been provided that aligns with the needs of the Drug Court program's target population?**
- a. Health and Safety in Outpatient Services Environments
 - b. Communication With Clients With Co-Occurring Disorders
 - c. HIPAA, 45 CFR, parts 160-164, Client Confidentiality Under 42 CFR, Part 2
 - d. Client's Rights and Grievance Procedures
 - e. Client Service and Person-Centered Services, Criminal Justice Populations
 - f. Diversity and Cultural Competence
 - g. Ethics and Avoidance of Ethical Dilemmas in Mental Health Services

Staff training occurs monthly during the regularly scheduled staff meetings. All personnel participate.

Understanding of the Project

Foundations has the desire and ability to provide an evidence-based treatment program that conforms to the American Society for Addiction Medicine's (ASAM) Level II.I and Level I treatment guidelines for individuals with a single diagnosis of substance use disorder and/or a significant mental health diagnosis (dual diagnosis), as well.

We employ the most well-researched curriculum available (The Matrix Model, Hazelden Publishing), delivered in a group setting, supplemented with individual counseling and case management, as our primary vehicle for Intensive Outpatient Counseling. The aftercare program employs the Living in Balance program as a step-down curriculum (ASAM Level I) for Aftercare. These educational skill-building manuals are supplemented by cognitive behavioral counseling and case management designed to foster self-reliance and pro-social values.

Upon referral to the program, the Clinical Director will interview the program candidate and determine whether or not they meet the screening criteria based upon available evaluation data derived from the ASI (and other evaluation tools), demographic and motivational factors. The candidate will be reviewed by the Drug Court Team and is either approved for admission or denied. If approved, an appointment for an intake at Foundations will be scheduled, and a treatment plan is done with the input of the client, in which goals and objectives for the treatment experience are recorded.

After intake and treatment planning is complete, the client will be required to attend nine (9) hours of treatment meetings per week until they have completed the IOP curriculum and milestones tasks. In addition, if the client requires supportive services until stabilized, or has a secondary mental health condition, individual treatment sessions are held with the therapist one or more (1+) times per week.

As treatment progresses, the client completes several "milestones", projects and treatment objectives such as presenting their autobiography, relapse prevention plan, and life-long sobriety plan, and completion of the curriculum. The client's progress is recorded in writing after every group and communicated to the Drug Court Team in the form of a spreadsheet that describes which milestones have been accomplished and which are still outstanding. The decision to move the client to Aftercare Group (ASAM Level I step-down) is made based upon the completion of these objectives along with the treatment providers assessment of whether or not the client is prepared to succeed.

Upon completion of the program the client has prepared and memorized a functional relapse prevention plan that has been revised several times, and also has the other tools which have been shown to foster long-term sobriety. These include:

- A job which provides a livable wage,
- Safe, affordable housing,
- A reliable method of transportation,
- A relationship with a primary care healthcare provider
- Dependable source of medications and other health maintenance needs,
- An understanding of how to budget and manage household finances,
- A clear understanding of the advantages of sobriety and pro-social conduct in society.

Treatment Philosophy

(A) What is the programs philosophy of treatment?

- a. Continuous longitudinal research indicates that a cognitive behavioral approach is the most effective in eliciting change within the adult substance dependent population. Best practices indicate that a group therapy treatment modality, combined with intensive case management from a community systems perspective will yield the best outcomes, both in terms of short and long-term recidivism rates. Additionally, a close adherence to an established and tested, comprehensive curriculum is also essential.
- b. Our philosophy of treatment also allows for a medical component which is vital in bringing underlying pharmacological remedies to bear in treatment of a substance use disorders. Many times, the use of chemical medications to relieve symptoms and address underlying causes of addiction can be enormously helpful in mental health and addiction management.
- c. These program features, administered by a compassionate, well trained, qualified and empathetic staff who maintain good boundaries with clients during the course of treatment, coupled with a well-conceived evaluation plan which identifies and implements opportunities for improvement, makes for an outstanding program.

(B) How is the program's philosophy "operationalized" on a daily basis?

- a. Cognitive behavioral interventions, also called CBT comprise an array of approaches based on the theory that behavior is influenced by cognitive processes involving values and beliefs, thoughts, feelings and consequences. Standard CBT is a time-limited, structured psychological intervention. There is an emphasis on identifying and modifying faulty beliefs and the irrational thoughts they generate, managing negative mood and intervening after a lapse to prevent a full-blown relapse.
- b. Typical cognitive strategies employed involve recognizing and challenging dysfunctional thoughts about substances and recognizing seemingly irrelevant decisions that lead to a relapse. Typical behavioral strategies employed include teaching the client about cue exposure (triggers), coping with cravings for substances, promotion of non-drug related activities, relaxation training, preparing for emergencies and coping with (stopping) relapses. Other elements of CBT include social skills training (effective communication, refusal skills) and problem-solving skills.
 1. CBT is often rated as the most effective approach to treatment with the drug and alcohol population and is accepted well by clients. Evidence for the efficacy of CBT exists for a range of substances including alcohol, cannabis, methamphetamines, cocaine, heroin, etc.
 2. The benefits of CBT may extend beyond the treatment period and protects against relapse or recurrence after treatment termination. Addition of cue exposure techniques (relapse triggers and cravings prevention) to CBT may further assist dependent substance users in working toward a goal of abstinence.
 3. Thus, CBT forms an important tool of intervention and occupies an important place in the psychosocial treatment of substance use disorders.
- c. MAT: Chemical therapies can also be used to adequately manage the symptoms of mental illness and addiction, as well as to prevent relapse. These medications can reduce the urge to "self-medicate" as well as to relieve mood swings, lift depression, manage anxiety, etc.

(C) Does the program serve a designated target population? What is that target population?

The target population is fairly broad, but basically consists of the following:

- a. High criminogenic need, (as assessed by the Compass Assessment used by Probation),
- b. Commission of a felony connected with drug/alcohol dependence (or significant numbers of misdemeanors involving dependence on substances),
- c. High risk to the community if left untreated,
- d. High need for treatment as established using the various psychosocial assessment tools such as ASI, SASSI, Etc.
- e. Generally, we operate according to the guidelines elucidated by Douglas P. Harlow, PhD, in his February, 2012 monograph in the NADCP Journal, Vol. VII, No. 1 & 2.

(D) Does the program use harm reduction techniques? If so, please describe.

Harm reduction therapy is based upon these four principles:

- a. While absolute abstinence may be preferable for many or most substance abusers, very few will achieve it, and even that small group take time to do so and may relapse periodically;

- b. Ordinary medical treatment readily accepts and practices ameliorative therapies, which preserve health and well-being even when people fail to observe all recommended healthy behaviors;
- c. Therapists should present accurate information to clients and may even express their own beliefs, but they cannot make judgments for clients;
- d. There are many shades of improvement in every kind of therapy. Thus, improvement may be all that people are capable of and should be encouraged and nurtured.

We do not automatically discharge clients who have a lapse, or even a full-blown relapse. Instead we work with them over time to gradually decrease the severity of relapses, and increase their distance apart, to the point where complete sobriety is achieved.

Level of Care

(A) What levels of Care does the program provide?

- a. ASAM Level II. I Intensive Outpatient Treatment (IOP),
- b. ASAM Level I Outpatient Treatment,
- c. Case Management
- d. Medication Assisted Treatment (MAT)

(B) What criteria are used to determine the appropriate level of care?

- a. A Licensed Addictions Therapist, or Licensed Professional Counselor will conduct assessment of each referral to the program in a timely fashion. All assessments will include:
- b. Infectious Disease and Behavioral Screen,
- c. Foundations Psychosocial History Summary,
- d. Addiction Severity Index (ASI),
- e. Substance Abuse Subtle Screening (SASSI-4),
- f. American Society of Addiction Medicine (ASAM) Patient Placement Criteria,

(C) Are services offered to both individuals and families?

- a. Yes. We feel that family support, education, and understanding are vital components in the success of our clients. Family members must have adequate education and information in order to understand addiction and recovery. Only then can they be of support and assistance to their recovering family member without falling prey to codependence and other conflict.

(D) What level of care metric is used?

- a. American Society of Addiction Medicine, Patient Placement Criteria Version 2R

(E) What are the major differences in levels of care provided?

- a. IOP Services will meet the following criteria:
 - 9 hours of group therapy per week,
 - 1 hour of individual treatment per week,

- Up to 2 hours of additional services as needed per week (Example: Parenting Instruction, Family Therapy, Couples Counseling, Anger Management, etc.),
 - Availability of services during evening hours as needed to accommodate client work schedules,
 - Access to emergency cell phone for emergency contacts 24 hours/day, 7 days/week,
 - Referrals to community resources and assistance with access to services for participants with confounding issues or who are in crises,
 - Foundations Testing & Monitoring, LLC, will perform supplemental drug and alcohol tests.
- b. ASAM Level I Group Services will meet the following criteria
- 1 hour of group therapy per week,
 - 1 hour of individual treatment per week as needed,
 - All other features will be the same as for IOP services (above)
- c. Case Management will be ongoing throughout treatment and will include, but is not limited to:
- Helping clients to enroll in a GED program
 - Administering SDS Career Exploration Assessment
 - Assist in obtaining financial aid for college or vocational education
 - Obtain medical care for themselves or a family member,
 - Find and enroll in parenting classes
 - Find a job, or become employed at a more appropriate level in view of education or experience,
 - Find an appropriate place to live, or get housing assistance,
 - Obtain suitable transportation in order to maintain employment.

Program Design and Treatment Interventions

(A) What are the key elements of your program's design?

Phase I-Orientation

Group Therapy

- Denial, Addictive Thinking
- Chemical Dependency and the Brain
- Drug Court Handbook Quiz
- The Matrix Model Curriculum
- Autobiography

Case Management

**Administer Drug Screens (to include breathalyzers and UA's
Individual, Couples and/or Family Therapy**

Phase II-Treatment

Group Therapy

- Continue Group, Individual, and/or Family Therapy
- Relapse Prevention Planning
- Commitment to Change

- Anger Management
- Recreational Therapy
- Employment, Money Management, and Credit

Case Management

Administer Drug Screens (to include breathalyzers and UA's)
Individual, Couples and/or Family Therapy

Phase III-Continuing Care (Step-down)

Group Therapy

- Relapse Prevention skills
- Relationships
- Life skills
- Stress, Depression, & Anxiety Management
- Conflict Management
- Domestic Violence Prevention

Case Management

Continuing Care Group (Aftercare)

Administer Drug Screen (to include breathalyzers and UA's)

(B) Does your program use evidence-based treatment? If so, please describe.

- Foundations uses the Hazelden Matrix Model curriculum which is an Evidence-Based Intensive Outpatient Treatment Program for Alcohol and Drug Dependence:
 - Its instructional design helps clients understand complex cognitive- behavioral and clinical concepts and processes such as mind-body-brain interaction,
 - Its explicit framework lets clients know exactly what is expected of them.
 - It reinforces positive behavior change.
 - It provides a mechanism for collective feedback and uses client resistance as a teaching tool.
 - It involves the client's family in an active role in the treatment process, leading to a greater understanding and ability to participate in the new life of recovery.
 - It introduces and encourages self-help/support group participation.
 - It uses urinalysis to monitor drug use and take the issue of use "off the table".

(C) How does your program address the cultural-specific needs of your clients?

- Foundations Counseling & Consulting of Wyoming, LLC strives to continuously update its knowledge of this region's distinctive cultural groups and communities, and strives to adapt and update its policies and procedures and customs to be respectful and observant of the participant's cultural customs and features.

(D) Does your program use a strength-based model? If so, please describe.

- Foundations Counseling & Consulting of Wyoming, LLC focuses on an individual's strengths rather than deficits. While Strength-Based Model practitioners do not ignore people's experience of psychiatric distress or environmental or personal challenges, the person's strengths are amplified in order to find creative solutions for moving forward in one's life. People are seen as whole individuals, and all individuals possess strengths which

include their skills, talents, personal qualities, environmental resources, interests and aspirations.

(E) What new interventions or services have been added in the past year to enhance your program's design?

- a. Access to a certified Financial Coach in office for participating clients,
- b. Gender specific treatment for clients that feel more comfortable talking with a same gender counselor,
- c. Curriculum updates

(F) Which community partnerships have been established by your program?

- a. Medical Home services, by referral to HealthWorks
- b. Med administration and follow-up through HealthWorks
- c. Evaluation services for Youth Alternatives, City of Cheyenne

(G) Does your program use manualized treatment curriculum? If so, what curriculum is being used? When was the last time your program updated the treatment curriculum?

- a. Foundations uses the Hazelden Matrix Model Curriculum which is An Evidence- Based Intensive Outpatient Treatment Program for Alcohol and Drug
 - Its instructional design helps clients understand complex cognitive- behavioral and clinical concepts and processes.
 - Its explicit framework lets clients know exactly what is expected of them.
 - It reinforces positive behavior change.
 - It involves the client's family in an active role in the treatment process, leading to a greater understanding and ability to participate in the new life of recovery.
 - It introduces and encourages self-help/support group participation.
 - It uses urinalysis to monitor drug use and take the issue of use "off the table".
 - It accommodates Med-Assisted Therapies
- b. Living in Balance curriculum for Aftercare Group (also from Hazelden)

(H) What experience does your program have providing services for justice-involved populations?

- a. Foundations Counseling & Consulting of Wyoming, LLC has been in operation since January, 2010. In that time, we have served the criminal justice population almost exclusively. We are the current therapy provider for the Laramie County Drug Court. We also provide written evaluations for substance abuse in the cases of Driving under the Influence charges, MIP charges, etc.
- b. We provide Court referred and Department of Justice (Probation/Parole) referred evaluation and treatment for domestic violence, mental health and anger management.

Program Operations

(A) Does your program offer on-site drug testing? What substances can your program test for and how quickly can your program receive drug testing results?

- a. Yes, our program does drug testing. We use Cordant as our laboratory which is a College of American Pathologists Accredited facility. We can test for all current drugs of abuse as well as

synthetic substances. All samples taken are sent to the lab for processing the same day they are submitted. We do not use presumptive testing due to the rate of inaccuracy of presumptive products. We receive confirmed laboratory results in 2-3 business days.

(B) Does your program have written drug testing protocols?

- a. Yes (Please see Attachment D)

(C) Does your program have a formal grievance procedure?

- a. Yes (Please See Attachment E)

(D) What is your program's after hours or emergency services protocols?

- a. Every client is given an emergency phone number to call after hours. (Please see Attachment F)

(E) Does your program provide contingency management as part of substance abuse treatment? If yes, please describe.

- a. We provide occasional incentives such as unannounced awards for perfect attendance, prizes for group participation in curriculum-based contests, clean UA's, etc. These are not costly or extravagant. They consist mainly of small gift cards, gas cards, free food product coupons from McDonalds, etc. These items are used infrequently in order to maintain the "special" nature of the prize, and to reduce "entitlement", but frequently enough that they are a surprise encouragement.

Insurance and Medicaid

(A) Does your program have processes in place to assist the uninsured in accessing insurance coverage through either Medicaid or federal or State insurance exchanges? If so, please describe.

- a. Yes, Foundations Case Management team meets with each client at their intake and assesses their insurance situation. If the client has insurance which covers the cost of treatment provided by the program, their insurance will be billed as primary. If it is found they have no insurance the case manager will attempt to assist the client in obtaining medical coverage.

Medication Assisted Treatment (MAT)

(A) Does your program support medication assisted treatment (MAT) approaches to recovery? If so, is your medications assisted therapies program conform to the Medicaid formularies?

- a. Yes. The use of medications to address particular mental, emotional and behavioral conditions is at the discretion of the prescribing physician and conforms to covered medication guidelines.

(B) Does your program have a relationship with a MAT prescribing physician or nurse practitioner? Who is this person?

- a. We have been in contact with Dr. Tharenie Sivarahah, MD with HealthWorks. We have a memorandum of understanding with HealthWorks to send out clients to them. They have agreed to prescribe injectable Naltrexone (Vivitrol) for opiate and heroin addiction. We have also met with Dr. Washburn, MD from HMI which is located in the same complex as our offices to begin working with our clients.

(C) Does your organization have a memo of understanding with a MAT prescribing physician or nurse practitioner to ensure that there is adequate communication regarding clients' compliance and progress?

- a. (Please see Attachment G)

(D) What communication protocols are in place with the MAT prescribing physician or nurse practitioner, to ensure there is adequate communication regarding client's compliance and progress?

- a. A release of information is signed by the client allowing us to communicate with HealthWorks about all care they have given to our clients.

(E) What addiction medications are currently available to your program's clients and how does your program monitor its use.

- a. Currently, our clients have access to Vivitrol, Acamprosate, and Disulfiram are currently available through HealthWorks by agreement.

(F) What training does your staff receive in relation to MAT?

- a. Therapist has received training from the Vivitrol (Alkermes Inc.) pharmaceuticals representative on the guidelines for the use and safe administration of these medications. Procedures for referral and monitoring communications with Dr. Sivarahah at HealthWorks are in place. The process is simple:
 - i. Client is identified, counseling regarding the benefit of medication is conducted with the client

and the client agrees.

- ii. Foundations case manager contacts HealthWorks and speaks to Dr. Sivarajah's nurse Amy, and an appointment is made.
- iii. Client is given a letter that is to be signed by the person administering the injection.
- iv. Dr. Sivarajah interviews the client and screens for appropriateness, does physical testing to determine liver function, etc., then administers the drug and schedules follow-up visits. Her staff notify Foundations that the client is under med treatment protocols and the process moves forward.
- v. The client is given a letter that is to be signed by the person administering the injection each time they are given one. This is returned to Foundations as confirmation they have received their shot.
- vi. If the client misses an administration of a dose or fails to renew meds, Foundations is notified and contacts the client to inquire as to why the protocol has been abandoned.

Quality Assurance Mechanism

(A) How does your program monitor the implementation of treatment components?

- a. Client's progress on and completion of treatment components are monitored in several ways. First, each client meeting regardless of purpose is noted in the Electronic Health Record of each client. Second, the client's progress in the curriculum is noted on the table of contents page and dated and initialed by the group facilitator when completed by the client. Third, the therapist prepares a spreadsheet weekly (unless unchanged from the prior week) which is distributed to the Drug Court Team which lets team members know where each client is in the program and which milestones and deliverables have been

completed and which have not.

- b. The information presented by the Program Director (Kurt) on his weekly spreadsheet is also stored in the Foundations EHR for each client for comparison purposes.

(B) Does staff have input into your program's design and changes to the design?

- a. Yes. The process for staff input is a direct one. Suggestions as well as operational problems are conveyed to the therapist (Clinical Director) via spoken word, email or letter. In the event of problems of a more formal nature, a formal grievance may be filed in writing on the Foundations Form.
- b. This information is then taken to the team to be discussed in terms of its impact on the operation of the program. A final determination is made, implementation steps agreed upon and carried out by the responsible parties.
- c. In the event of clinical improvements, any idea will be considered and evaluated in light of the goals of the program, conformance with known best-practices and evidence about efficacy based upon sanctioned research regarding outcomes.

(C) Do your client's have an opportunity to voice constructive opinions regarding ways to improve the program? How is that feedback used? (Please describe in detail)

- a. Yes. Each semester, we ask the clients to fill out a confidential (and anonymous) client satisfaction survey carefully written to give the client an opportunity to tell us what they like and dislike what they find useful and not useful, etc.
- b. The management of Foundations carefully evaluates the content to determine whether there is a problem or opportunity, and includes any changes that may be desirable in the organizations strategic plan.

(D) Does your program collect Court supervised treatment data (Retention, Recidivism, Sobriety, and Units of Services) and if so, how does your program use that data to improve upon performance

measurement outcomes? If so, please explain in detail.

- a. Yes, we collect performance data to improve programming. This information is gathered in our EHR system through daily inputs such as evaluation documents, treatment plans, daily case notes and progress reports. Information is accumulated in reports and evaluated on a monthly basis.**
- b. Trends are identified and used to make decisions about changes needed to make our programs and services more effective.**

Cost Proposal

Foundations Counseling & Consulting of Wyoming, LLC, proposes to provide the services described in this document to the Laramie County Drug Court on the following terms:

Foundations will provide Intensive Outpatient Treatment services as well as Aftercare services based on the provisions of the RFP* and this document for the amount listed below, per client:

Number of Clients	Cost Per Month/Per Client
1-25	\$600.00
26-35	\$325.00

*Screening and Assessment will be performed once per candidate, immediately prior to services at no cost.

General Information

1. **Foundations Counseling & Consulting of Wyoming, LLC**
2. **Phone (307) 638-4092 fax (307) 635-3967,**
3. **www.foundaitonswyoming.com or**
4. **fccwyoffice@gamil.com**
5. **515 E. Carlson St. Suite 104, Cheyenne WY 82009**
6. **EIN 27-1407314**
7. **Foundations Counseling & Consulting of Wyoming, LLC is a limited liability company**
8. **All authorized persons are:**
 - **James Nelson MA, LPC Clinical Director**
 - **Ronnie Blanton, Executive Director**

Attachment A
WYOMING

MENTAL HEALTH PROFESSIONS LICENSING BOARD

2001 Capitol Ave RM 105 ♦ Cheyenne WY 82002 ♦ (307) 777-3628 ♦ Fax: (307) 777-3508

Email: WyomHPLB@wyo.gov ♦ Web: <http://mentalhealth.wyo.gov>

November 20, 2018

James P. Nelson
Foundations Counseling & Consulting of Wyoming, LLC
515 East Carlson St Ste 104
Cheyenne WY 82009

RE: License #LPC-1388

James P. Nelson,

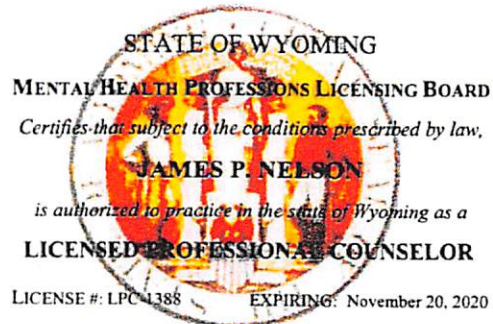
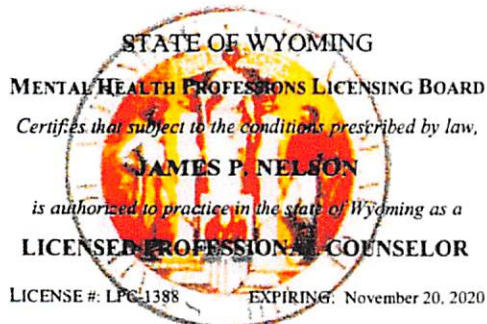
Your license has been renewed through November 20, 2020. Attached you will find two (2) new pocket cards. One card is to carry with you and the other is placed inside your certificate frame covering the previous expiration date. **This letter will also serve as receipt of your check number 2915 in the amount of \$125.00.**

For your next renewal the Board will only consider continuing education acquired during the period of November 21, 2018 through November 20, 2020. Approximately two (2) months prior to the expiration date a renewal notice will be mailed to you at your last address of record, as reflected above. To ensure that you will receive the renewal notice and other correspondence, it is vital that you inform the Board, in writing, of any changes in your name, business address and residential address.

Sincerely,



Greg Searls
Executive Director



STATE OF WYOMING
MENTAL HEALTH PROFESSIONS LICENSING BOARD
This Certifies That

JESSIKAH L. KIPF

*subject to the conditions prescribed by law, is authorized
to practice under supervision in the state of Wyoming
as a*

PROVISIONAL PROFESSIONAL COUNSELOR

LICENSE #: PPC-1183

EXPIRES: April 20, 2023

carf INTERNATIONAL

A Three-Year Accreditation is issued to

Foundations Counseling and Consulting of Wyoming, LLC

for the following program(s)/service(s):

Court Treatment: Integrated: AOD/MH (Adults)

Intensive Outpatient Treatment: Integrated: AOD/MH (Adults)

Outpatient Treatment: Integrated: AOD/MH (Adults)

This accreditation is valid through
March 31, 2023

The accreditation seals in place below signify that the organization has met annual conformance requirements for quality standards that enhance the lives of persons served.



This accreditation certificate is granted by authority of:

Richard Forkosh

Richard Forkosh
Chair
CARF International Board of Directors

Brian J. Boon, Ph.D.

Brian J. Boon, Ph.D.
President/CEO
CARF International



Behavioral Health Division
6101 Yellowstone Road, Suite 220
Cheyenne, WY 82002
(307) 777-6494 • 800-535-4006
Fax (307) 777-5849 • www.health.wyo.gov



Thomas O. Forslund
Director

Mark Gordon
Governor

CERTIFICATION

Foundations Counseling & Consulting of Wyoming, LLC

Has been certified by the
Wyoming Department of Health
Behavioral Health Division

as meeting the requirements for service delivery of the following services:

Assessment Services (Adult)
Level 1.0 Outpatient Services (Adult)
Level 2.1 Intensive Outpatient Services (Adult)

Special Populations Served:
Co-Occuring Treatment Services
Criminal Justice Population Services

For a full listing of services provided by location, please see the Wyoming Certified
Substance Use Services Providers public listing at:
<https://improv.health.wyo.gov/MHSAPublicProviderSearch.aspx?Map=T>

CERTIFICATION EXPIRES: APRIL 30, 2021

Carol Day

Carol Day, M.P.A.

Mental Health and Substance Abuse Services Administrator

February 28, 2019
Date

Attachment D

Drug Testing Protocols

1. All Clients must be positively identified via an acceptable means of identification. (photo identification)
2. Collector reviews collection instructions with the donor.
3. Collector checks to ensure that the specimen ID number on the CCF matches the specimen ID number on the specimen bottle seals.
4. Collector completes administration portion of the CCF to include ensuring that the following information is preprinted.
 - a. Donor name
 - b. Collection site name
 - c. Test to be performed
5. Collector has donor remove any unnecessary outer clothing, briefcase, purse or personal belongings.
6. Collector instructs donor to empty his/her pockets and display items.
7. Collector instructs donor to rinse hands with no soap and dry them.
8. Collector selects a collection kit.
9. Collector unwraps collection cup and instructs the donor to enter the rest room to provide the specimen
10. While in the bathroom a direct observed collection must be performed.
 - a. For females:
 - i. Pants must come to their knees or lower. Shirts come to just above the belly button.
 - ii. Their hands must be in plain sight at all times!
 - iii. Using the wand they must bring the cup in from the front not the back.
 - iv. The observer must see the cup at all times!
 - v. The observer may use the mirror set up in the bathroom to see the cup so they do not have to stand directly in front of the donor.
 - b. For Males:
 - i. Pants must come to their knees or lower. Shirts come to just above the belly button.
 - ii. The cup must be in plain sight at all times
 - iii. The donor cannot turn so far away the collector cannot see their sample going from body to cup.
11. After sample is given the donor may set the cup either on the floor or on the counter so they can finish urinating if they need to. THE OBSERVER IS NEVER TO TOUCH THE CUP UNTIL IT IS IN THE PROCESSING AREA. (exceptions can be made for disabled clients)
12. Once the sample is given both the donor and collector can return to the processing area.
 - a. The sample must be in the donor's sight as well as the collectors at all times!
13. Have the donor place the cup on the paper towel in the processing area.
 - a. Remind the donor they are to watch everything you are doing at this point as you will ask them to sign the lab form stating this is their urine and they saw it packaged.
14. Pour a small amount of the sample into the refractometer and push start.

Attachment D

15. If the Specific Gravity is >1.004 it is fine if it is <1.004 we allow the client to decide if they want us to package the sample or if they want to wait and provide again to attempt to provide a concentrated sample.
16. Check the temperature of the sample. If the temperature is within normal range (90-100 degrees) check the box.
17. Pour the sample into the vial. Make sure you do not overfill the vial. Snap the lip down make sure it is tight.
18. Place the tamper seal over the vial so that the bar code is down the side.
19. Have the donor write the date and their initials on the vial.
20. Place the vial in the front pocket of the bag.
21. Ask the Donor to confirm their name is the one printed on the custody form.
22. Have the donor read the statement and sign.
23. The collector then reads and signs the form.
24. Detach the bottom portion of the form along the perforated edge and give that bottom portion to the donor.
25. Fold the top portion in half twice and place in the back pocket of the bag. Make sure the vial with the sample and the Custody form are in two different sections of the bag.
26. Remove the silver tape at the top of the bag.
27. Fold the top down and place the sticky part between the lines on the bag. This will seal the specimen in the bag and contain any leakage that may occur in transit.
28. Place the now sealed specimen in the fedex shipping bag located in the refrigerator.
29. The client is now free to collect their belongings and exit the testing area.
- 30.

Grievance Procedure

Any client of Foundations Counseling & Consulting of Wyoming, LLC, who feels he/she have a grievance regarding their treatment, the operations of Foundations Counseling & Consulting of Wyoming, LLC., or a specific staff member, is encouraged to follow the procedure below in order to resolve the problem. *Filing a grievance WILL NOT, in any way, result in any retaliatory behavior or barriers to service at Foundations Counseling and Consulting of Wyoming, LLC.*

1. The client/complainant will first attempt to discuss the matter directly with the individual(s) directly implicated in the grievance. If the matter cannot be resolved through direct discussion, the client is encouraged to file a formal grievance complaint. A client may request a grievance form from at any time from any staff member.
2. If the client has not been able to achieve successful resolution of the matter by discussing it directly with the individual(s) involved, he/she should then discuss this situation with his/her therapist. The therapist shall be responsible to document the nature of the grievance (including the formal grievance filed by the client) and steps taken to resolve the matter.
3. If the client does not find the grievance to be resolved following step 2, or if the individual implicated in the grievance is also the client's therapist, the therapist shall be responsible to refer the grievance to the Executive Director. The Executive Director shall review the grievance and shall have five (5) working days to begin an investigation. The Executive Director may interview staff and clients and may schedule an interview with the individual presenting the grievance. The Executive Director shall provide a written statement of findings and a decision regarding the grievance to the client within a reasonable amount of time. If the person implicated in the grievance is also the Executive Director, the task of investigating the complaint will fall to the next-highest ranking member of the management team who is *not* implicated in the grievance.
4. If the client does not find the grievance to be resolved following step 3, or if there are no members of the management team who are not implicated in the grievance, the matter shall be referred to the agency's appointed ombudsman, who will begin an independent investigation of the matter and provide a written statement of findings regarding the grievance and a decision with recommended follow-up actions to all parties involved within a reasonable amount of time. Foundations utilizes the following Ombudsman service, provided through the Wyoming Guardianship Program:

**Substance Abuse and Mental Health Ombudsman
PO Box 2778 Cheyenne,
WY 82003
samhop.wy@gmail.com**

5. If the client believes his/her grievance has not been satisfactorily resolved at this point, he/she may submit the grievance to:

**Wyoming Behavioral Health Division 6101
N. Yellowstone Rd.
Ste. 186C
Cheyenne, WY 82002 (307)
777-7115**

Please Note: Foundations maintains a posted referral list of entities available for legal representation as well as advocacy agencies for clients to utilize as needed. Ask any staff member for direction to the posted list.

Attachment F

After-Hours Services (call 307-631-6672)

Foundations provides access to after-hours services through an emergency on-call phone number which can be called in the event that an emergency consultation is required. In the event of a medical emergency or difficulty involving danger to self or others, please call 911 first, then call the on-call counselor.

Attachment G

Memorandum of Understanding

This Memorandum of Understanding (MOU), hereafter referred to as the memorandum, entered into on March 25, 2018 by and between Foundations Counseling & Consulting of Wyoming, LLC residing at 515 E. Carlson St. Unit 104, Cheyenne, Wyoming 82009, hereafter referred to as the "First Party," and HealthWorks, hereinafter referred to as the "Second Party," and collectively known as the "Parties" for the purpose of establishing and achieving various goals and objective relating to the agreement.

WHEREAS, the aforementioned Parties desire to enter into the herein described agreement in which they shall work together to accomplish the goals and objectives set forth;

AND WHEREAS, the Parties are desirous to enter an understanding, thus setting out all necessary working arrangements that both Parties agree shall be necessary to complete this partnership;

MISSION

The aforementioned partnership has been established with the following intended mission in mind:

To allow clients to be referred to HealthWorks for assistance in Medication Assisted Therapy services. HealthWorks agrees to release medical information about the referred client to Foundations Counseling & Consulting of Wyoming with the presentation of a signed release of information, and to collaborate with Foundations Counseling & Consulting of Wyoming, LLC about the best course for each client referred.

PURPOSE AND SCOPE

The Parties intend for this Memorandum of Understanding to provide the cornerstone and structure for any and all possibly impending binding contract which may be related to the partnership.

OBJECTIVES

The Parties shall endeavor to work together to develop and establish policies and procedures that will promote and sustain a market for the use of the offices for the purpose of counseling clients and intend to maintain a product and/or services that meets or exceeds all business and industry standards.

RESPONDIBILITIES AND OBLIGATIONS OF THE PARTIES

It is the desire and wish of the aforementioned Parties to the MOU Agreement that this document should not and thus shall not establish nor create any form or manner of a formal agreement or indenture, but rather an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration and alliance in the support of an effective and efficient partnership and leadership meant to maintain, safeguard and sustain sound and optimal managerial, financial and

administrative commitment with regards to all matters related to the partnership through means of the following individual services.

SERVICES COOPERATION

Foundations Counseling & Consulting of Wyoming, LLC shall render and provide the following services that include, but are not limited to:

Refer Client's who have been determined to need medication assisted services to HealthWorks.

HealthWorks shall render and provide the following services that include, but are not limited to:

Medication review and administration as needed to clients referred by Foundations Counseling & Consulting of Wyoming, LLC.

TERMS OF UNDERSTANDING

The Term of the Memorandum of Understanding shall be for a period of 1 year from this aforementioned effective date and maybe extended upon written mutual agreement of both Parties.

AMENDMENT OR CANCELLATION OF THIS MEMORANDUM

This memorandum of Understanding may be amended or modified at any time in writing by mutual consent of both parties.

In addition, the Memorandum of Understanding may be cancelled by either party with 30 Days advance written notice, with the exception where cause for cancellation may include, but is not limited to, a material and significant breach of any of the provisions contained herein, when it may be cancelled upon delivery of written notice to the other party.

GENERAL PROVISIONS

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum of Understanding in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either party is unable to perform their duties or responsibilities under this Memorandum of Understanding consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.

LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum of Understanding.

ARBITRATION/ MEDIATION DISPUTE RESOLUTION

The Parties to this Memorandum of Understanding agree that should any dispute arise through any aspect of this relationship, including, but not limited to, any matters, disputes or claims, the parties shall confer in good faith to promptly resolve any dispute. In the event that the parties are unable to resolve the issue or dispute between them, then the matter shall be mediated and/or arbitrated in an attempt to resolve any and all issues between the parties.

The Parties agree that any claim or dispute that arises from or through this agreement, the relationship or obligations contemplated or outlined within this agreement, if not resolved through mediation, shall then go to and be resolved through final and binding arbitration. Any decision reached by the Arbitrator shall be final and binding and, if required, may be entered as a judgement in any court having jurisdiction.

In the event that any court having jurisdiction should determine that any portion of the Agreement to be invalid or unenforceable, only that portion shall be deemed invalid and not effective, while the balance of this Agreement shall remain in full effect and enforceable. This Agreement shall be interpreted and governed by and in accordance with the Federal Arbitration Act 9 U.S.C. § 1-16.

GOVERNING LAW

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Wyoming.

ASSIGNMENT

Neither party to this Memorandum of Understanding may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

MOU SUMMARIZATION

FURTHERMORE, the Parties to this MOU mutually acknowledged and agree to the following:

- The Parties to this MOU shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this partnership
- It is not the intent of this MOU to restrict the Parties to this agreement from their involvement or participation with any other public or private individuals, agencies or organizations.
- It is not the intent or purpose of this MOU to create any rights, benefits and/or trust responsibilities by or between parties.
- The Parties to this MOU have the right to individually or jointly terminate their participation in this Agreement provided that advanced written notice is delivered to the other party.
- Upon signing of this MOU by both Parties, this Agreement shall be in full force and effect.

AUTHORIZATION AND EXECUTION

The signing of this Memorandum of Understanding does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by Foundations Counseling & Consulting of Wyoming, LLC and HealthWorks and shall be effective as of the date first written above.

(First Party Signature)
James Nelson MA, LPC

Date

(Second Party Signature)
HealthWorks Representative

Date



FOUNDATIONS

COUNSELING & CONSULTING OF WYOMING, LLC

515 E. Carlson Suite 104, CHEYENNE, WY 82009

PHONE 307-638-4092 FAX 307-635-3967

FCCWY Intake & Orientation Booklet Admissions Policies & Procedures

What is Foundations?

Foundations Counseling & Consulting of Wyoming, LLC is a private counseling center that provides outpatient substance abuse and dependence treatment, mental health treatment services, and domestic violence screening and treatment, to persons ages 18 and older. Our professional offices are located at 515 E. Carlson Suite 104, in Cheyenne, Wyoming. We provide comfortable, confidential meeting and interview rooms where individual, family and group services can be provided in a comfortable and professional atmosphere. Most services are provided between the hours of 9am and 5:30pm Monday – Friday, closed for lunch from 11am-12 noon, except for our IOP and drug court IOP programs, which are offered after hours.

We have witnessed the damage done to individuals, families, and society by drug abuse and mental health problems. However, we are believers in the power of the individual to change. We believe we can help effect that change. Our program is designed with all the right features. It is staffed with well-educated and trained counselors who are motivated to facilitate recovery. It is administered by capable managers who can provide and manage the resources that offer our clients the opportunity for change.

We are committed to helping our clients make positive change happen in their lives, and in our community.

These are the principles that form the basis of our treatment programs:

- **No single treatment is appropriate for all individuals. □ Treatment needs to be readily available—no waiting.**
- **Effective treatment attends to multiple needs, not just drug addiction.**
- **Treatment for an adequate period of time is critical for effectiveness.**
- **Counseling using cognitive behavioral therapies is a vital component of virtually all effective treatments.**

DESCRIPTIONS OF PROGRAMS AND SERVICES:

Substance Abuse

ASAM Placement: Foundations Counseling and Consulting of Wyoming, LLC, utilizes the American Society of Addiction Medicine (ASAM) placement criteria to determine proper placement, transfer, and continued stay conditions for its clients. The ASAM criteria, also known as the ASAM patient placement criteria, are the result of a collaboration that began in the 1980s to define one national set of criteria for providing outcome-orientated and results-based care in the treatment of addiction. Today the criteria have become the most widely used and comprehensive set of guidelines for placement, continued stay and transfer/discharge of patients with addiction and co-occurring conditions. The ASAM criteria are required in over 30 states.

Substance Abuse Evaluations (SAE): An SAE is designed to determine if a person has a “problem” with drugs or alcohol. If a person does have a problem the evaluation determines how serious the problem is and recommends the appropriate level of care.

- Multiple screening tools are used to determine what level of care the client needs.
- The SAE will have clearly defined recommendations.
- We guarantee a two day turnaround as long as we have all collateral information.

Level I Outpatient Treatment: Level I is a curriculum-based, one hour-a-week, group therapy program for substance abuse.

- We offer multiple group times throughout the week
- We offer small group sizes
- Individual consultations are available

Level II.1 Intensive Outpatient (IOP): IOP is a more intensive, curriculum-based group therapy program calling for three hours a session, three times a week, comprehensive case management, and individual therapeutic appointments as appropriate.

- We offer evening classes and small group sizes
- Individual consultations are available
- Women’s only groups are available

Aftercare: After the IOP phase of treatment is complete, IOP transitions into aftercare, which meets as a group one time per week. In aftercare persons served learn to maintain to maintain their recovery in the long-term. Aftercare typically lasts about three months.

Marijuana Diversion

Marijuana Diversion class is designed for clients charged with first time marijuana offenses. This is an education class, not therapy, and is offered in conjunction with the District Attorney’s office as a plea bargain option. Successful completion of this program will defer first time charges, and reduce time on probation. The program is a 12-week, curriculum-based education course focused specifically on marijuana, its effects on the body, its potential as a substance of abuse or dependence, and its potential to contribute to the development of cross-addictions.

Drug Court

The Drug Court Program is specifically designed to offer an alternative to prison time for addicted persons facing felony charges related to their addiction. Rather than to simply discipline addicted individuals for their related offenses, it is instead intended to treat addicted offenders and give them the tools they need to change their lives. The philosophy of the Drug Court Program is that, by overcoming addiction, participants will lead healthier, more productive, crime-free lives, rather than remain in “the using life.”

The Drug Court Program combines substance abuse treatment with comprehensive probationary supervision. Treatment is offered at the Intensive Outpatient level (ASAM Level II.I), and includes dedicated case management and a significant amount of individual therapeutic contact. Foundations Counseling and Consulting of Wyoming, LLC, works in tandem with the Department of Probation and the Laramie County Court system, and numerous resource agencies throughout the community to help participants navigate the legal, therapeutic, and practical challenges they face.

Participants are required to attend a weekly court review during which time the judge reviews their progress in treatment. Drug Court therapists from Foundations Counseling and Consulting of Wyoming, LLC, attend all court sessions and often testify on behalf of participants.

Therapists involved in the Drug Court program act as advocates for their clients and as advisors to the court. They attend weekly staffing meetings along with representatives of the Court, Probation, the Public Defender’s Office, the District Attorney’s office, and the Drug Court administrative team to discuss the progress of participants on a case-by-case basis.

Anger Management

Anger Management offenses are based upon the inability to behave appropriately when angry. This can happen to anyone at any time and is not confined strictly to domestic relationships. Anger is an emotion constructed of other negative underlying feelings. The goal of our anger management program is to help participants identify those underlying feelings and behave appropriately without converting them to anger.

- Helps participants to recognize their underlying negative emotions.
- Helps participants to identify their physical reactions to negative feelings.
- Helps participants to control the intensity of their emotions.
- Helps participants practice a full range of appropriate emotional behaviors.

Domestic Violence

Treatment for Victims:

Treatment for victims of Domestic Violence encompasses all areas of abuse, including emotional, physical, and sexual.

- We provide victims with training in self-defense
- We help victims to build self-esteem and become independent
- We teach victims about the differences between healthy and unhealthy relationships, how to recognize warning signs of abuse in all its forms, and how to cope with trauma
- We teach victims about assertiveness, effective communication skills, and setting boundaries
- We teach victims about sexual health and how to have a healthy, safe sex life
- We connect victims with community resources and work closely with advocacy groups to ensure that victims will thrive as healthy, independent adults

Treatment for Offenders:

Domestic Violence treatment is not the same as anger management treatment, though anger management is a *part of* domestic violence treatment. Domestic violence offenses are based upon power and control issues and are confined strictly to domestic relationships. Anger management offenses are based upon the inability to behave appropriately when angry. This can happen to anyone at any time and is *not* confined strictly to domestic relationships.

Domestic Violence Evaluation: Treatment begins with evaluation. In the process of evaluating domestic violence offenders, we:

- Determine if the client needs treatment or education using two different risk assessment tools.
- Screen for mental health and social adjustment issues.
- Obtain background information on the offense.
- Do a quick drug and alcohol screen because of the high coincidence of drug and alcohol issues in domestic violence cases (80%)
- Refer the client to the correct level of care based on our findings.

Domestic Violence Treatment: Domestic violence treatment at Foundations Counseling and Consulting of Wyoming, LLC, is not a one size fits all program. Instead we offer three different levels of care. These levels vary in intensity but all focus on the following.

- We help clients understand and let go of power and control.
- We help to improve communication skills within relationships. □ We help clients learn anger management skills.
- We help increase the client's problem solving skills. *Both Men's and Women's domestic violence treatment groups are available.*

Mental Health

Mental Health Evaluation: Treatment begins with an evaluation.

- We use a wide range of evaluation tools to diagnose mental health disorders.
- We can custom select the evaluation tools to meet the individual needs of the client.
- We provide clear and concise recommendations and treatment planning guidelines.

Group Mental Health therapy: Group mental health therapy is issue-focused and, as with all programs at Foundations Counseling and Consulting of Wyoming, LLC, is curriculum-driven.

Individual Mental Health Therapy: We offer individual therapy for a wide range of mental health disorders:

- Mood Disorders (Bipolar disorders, Depressive disorders)
- Anxiety Disorders (Phobias, Obsessive Compulsive disorder, Generalized Anxiety Disorder, Post-Traumatic Stress Disorder)
- Impulse Control Disorders
- Adjustment Disorders

After-Hours Services (call 307-631-6672)

Foundations provides access to after-hours services through an emergency on-call phone number which can be called in the event that an emergency consultation is required. In the event of a medical emergency or difficulty involving danger to self or others, please call 911 first, then call the on-call counselor.

REQUIREMENTS FOR SUCCESSFUL COMPLETION OF PROGRAMS AND CRITERIA FOR DISCHARGE:

- All programs offered through Foundations Counseling and Consulting of Wyoming, LLC, are curriculum-based. Satisfactory completion of all relevant curriculum is required before a client is eligible for graduation.
- Satisfactory attendance at all groups (see attendance policies) and drug screenings (if applicable) are a requirement for graduation.
- It is a requirement for successful discharge that all clients enrolled in treatment programs at Foundations Counseling and Consulting of Wyoming, LLC, remain sober throughout the *entirety* of their time in treatment. This is true whether the treatment program is specifically related to substance abuse or not.
- Successful discharge of a client from a treatment program is at the sole discretion of the client's therapist. A client will not be successfully discharged, and no referring agency will be notified of a client's successful discharge, without a therapist's prior approval. This means that, regardless of whether a client has met the above conditions, *he or she will not be discharged until his or her therapist makes a professional judgment that discharge is appropriate.*
- Therapists at Foundations Counseling and Consulting of Wyoming, LLC, retain the right to discharge their clients unsuccessfully from any treatment program according to their professional judgment at any time, and to refer unsuccessful clients to a higher, or more appropriate level of care.
- All clients retain the right to voluntarily withdraw from any treatment program at Foundations Counseling and Consulting of Wyoming, LLC, at any time; however, voluntary self-discharge prior to completion will not be recorded or reported as successful discharge.

Standards of Conduct for staff:

Employees of foundations Counseling & Consulting of Wyoming, LLC are held to the highest standards of personal and professional behavior. Therapy Staff adhere to the nationally accepted code of ethics for their discipline, as noted in the Disclosure Statement below. In addition, all staff are bound by the following rules:

- Staff are prohibited from accepting gifts of any kind from consumers obtaining services at Foundations.
- Staff may not sell, purchase, or barter material goods of any kind with consumers.
- Staff are prohibited from engaging in social relationships with clients outside the confines of therapy.

The staff of Foundations Counseling & Consulting of Wyoming, LLC, would like to welcome you to a positive therapeutic experience. We will strive to treat you with respect and dignity throughout your time with us. If you are unhappy with how you have been treated, feel free to ask our receptionist to arrange a visit with the Director.

COST OF SERVICES:

Foundations accepts Medicaid (Title 19) and most major insurances. Self-pay rates are listed below.

Payment for services are expected at the time services are rendered, we may agree to bill third party payers for services, clients are responsible for payment if their insurance or third party denies payment.

Domestic Violence Evaluation*	\$150.00
Domestic Violence Evaluation with Substance abuse evaluation*	\$200.00
Substance Abuse Evaluation*	\$150.00
Mental Health Evaluation*	\$150.00
Anger Management Evaluation*	\$150.00
Marijuana Diversion Program	\$50.00/Week
Level I Treatment	\$35.00/Hour
Intensive Outpatient Treatment	\$35.00/Hour
Domestic Violence Treatment	\$35.00/Session
Domestic Violence Victims' Group	\$35.00/Session
Anger Management Treatment	\$35.00/Session
Individual Therapy	\$95.00/Hour

*We require a \$50.00 non-refundable deposit when you make the appointment for an evaluation. This \$50.00 deposit will go towards your final payment for that evaluation.

Rules for Treatment Groups

The following rules will be observed at all times in any and all of the treatment groups and individual counseling sessions at Foundations Counseling & Consulting of Wyoming, LLC excluding the Marijuana Diversion Group:

1. Attendance at all group sessions is mandatory. In the event of a genuine emergency, you must notify your group facilitator by phone as soon as you become aware of the problem. Whether or not you will be excused is at the sole discretion of your group facilitator. Each absence will be made up at the end of the curriculum on an individual basis at a rate of one makeup session per week (i.e., for each group you miss, you will be in the program for an additional week).
2. No more than three (3) absences will be allowed (for any reason, *including emergencies*) during the course of treatment. Anyone with more than three absences from group and (3) absences from random testing will be given an unsuccessful discharge from the program and referred to a more appropriate level of care.
3. Group/individual counseling begins promptly at the designated time. Late arrivals will not be tolerated. If you arrive after group has begun, you may not be allowed to attend, and you will be charged with an absence.
4. Do not show up for group/individual counseling under the influence. Foundations staff reserves the right to spot test for drug and alcohol usage at any time. Coming to group under the influence will be sanctioned, and may be cause for unsuccessful discharge, reevaluation, and/or referral to a higher level of care.
5. There will be no physical contact between group participants, therapists or staff at any time. Fraternization between clients of an intimate nature is prohibited as it distracts the client's attention from treatment. Violation is cause for discharge. Readmission is contingent upon consultation with the Clinical Director.
6. Confidentiality must be maintained at all times. It is prohibited for clients to speak to others not involved in group about the identity or issues of other group members. Doing so will subject the violator to discharge from the program.
7. Any violent behavior, threat, and/or perceived threat of violence against persons or property will not be tolerated. Aggressive body language, cursing, swearing, name-calling, etc. will not be tolerated. Failure to comply with these rules will result in your removal from the program and notification will be sent to the District Attorney.
8. If it is discovered that a client is in possession of drugs, alcohol, or weapons while on the premises, he or she will be asked to leave with the contraband immediately. The exception is prescription medications carried for the purpose of timely dosing.
9. No cell phone use allowed during group. *Leave your cell phone in your car.*
10. Come prepared. Bring your notebook, pen and pencil, and be ready to participate. Homework *must* be completed prior to class. Failure to come to class with homework completed will result in dismissal from class and you will be charged with an absence.
11. No negative contracting. Protecting other members from being discovered or assisting them in breaking program rules can result in discharge from the program.
12. If, during the course of treatment you become ill and are prescribed a medication, you must notify your doctor or other medical personnel that you are in treatment for drug/alcohol addiction and refrain from taking controlled substances. Any medication that is prescribed must be reported to your therapist.
13. All Participants are required to test as directed by their therapist. Hot UA's and BA's will be reported to the referring authority by the Drug Testing Contractor, and the participant will be dismissed until sober.
14. If it is determined that a relapse has occurred, a new ASAM-PPC will be prepared and the client may be referred for a higher, more intensive level of treatment if warranted.
15. If it has been determined that a relapse has occurred, you will be required to revise your relapse prevention plan.

Client Rights*

All clients have the following rights while in our treatment program:

1. The right to impartial access to treatment, regardless of race, religion, sex, ethnicity, age, physical impairment, type of mental health or substance abuse disorder, or sources of financial support.
2. The right to have personal dignity and privacy recognized and respected in the provisions of all care and treatment.
3. The right not be restrained or secluded by our staff while in our facilities for treatment.
4. The right to appropriate treatment and related services in a setting, and under conditions, that are most supportive of each client's personal liberty, that restricts such liberty only to the extent necessary for the client's treatment and safety needs.
5. The right to an individualized written treatment plan, the right to treatment based on such plan, and the right to periodic review and updating of the treatment plan as frequently as clinically indicated, and the right to participate in the treatment planning process.
6. The right not to participate in experimental treatment in the absence of the client's informed, voluntary, written consent. The right to appropriate protection in connection with such participation, including the right to reasonable explanation of procedures to be followed, the benefits to be expected, the relative advantage of alternative treatments, the potential discomforts and risks of such treatment, and the right and opportunity to revoke such consent.
7. The right to confidentiality of written and verbal communications between clients and staff, and the right to have all information recorded in the client's records are the responsibility of all staff.
 - a. The fact of being a consumer of treatment services is held as confidential information except as limited by 42 CFR, Part 2, which are regulations of the Federal Government relating to the confidentiality of alcohol and drug abuse patient records.
 - b. The right, except as limited by 42 CFR, Part 2, to have confidential client information only revealed or released with the client's informed and written consent. Exceptions granted by 42 CFR include cases of imminent life-threatening physical danger to the client or others; crimes committed on program premises or against program personnel, instances of legally reportable child or adult abuse or neglect, and release of information to qualified state and federal personnel and to authorized peer reviewers under written oath of confidentiality. Confidential information may also be released, pursuant to court order, which meets the requirements of 42 CFR, Part 2, and to the extent necessary to defend against a lawsuit initiated by or on behalf of a client.
8. The right to access, upon request, his/her records, except that the client may be refused access to:
 - a. Information in such records provided by a third party under assurance that such information shall remain confidential, and
 - b. Specific material in such records, if the professional responsible for the treatment services concerned, has made a determination, in writing, that such access would be detrimental to the client's health or well-being, or to the client-therapist relationship
9. The right to assert grievances with respect to infringement of client's rights, including the right to have such grievance heard by the program.
10. The right to referral, as appropriate, to other providers of mental health or substance abuse services upon discharge, as well as to legal entities, self-help support services, and advocacy support services as needed throughout the course of treatment.
11. The right to a fair hearing on the State Level for actions or omissions by Foundations Counseling & Consulting Of Wyoming, LLC. that result in denial, suspension, or termination of services or otherwise in the delivery or nondelivered of services, or that result in inadequate quality of services.
12. The right, should other rights of the clients be limited or denied because of clinical contradictions, to have such limitations or denials fully documented in the client's clinical record.
13. The right to freedom from abuse, exploitation, or retaliation for any reason whatsoever.

*Any restriction of rights that are made necessary by the client's individual needs will be addressed in the treatment plan and reviewed with the client. Any restrictions of client's rights will be made in accordance with state and federal laws. Personal rights will only be restricted in order to address client needs or facilitate the safe delivery of services.

Grievance Procedure

Any client of Foundations Counseling & Consulting of Wyoming, LLC, who feels he/she have a grievance regarding their treatment, the operations of Foundations Counseling & Consulting of Wyoming, LLC., or a specific staff member, is encouraged to follow the procedure below in order to resolve the problem. *Filing a grievance WILL NOT, in any way, result in any retaliatory behavior or barriers to service at Foundations Counseling and Consulting of Wyoming, LLC.*

1. The client/complainant will first attempt to discuss the matter directly with the individual(s) directly implicated in the grievance. If the matter cannot be resolved through direct discussion, the client is encouraged to file a formal grievance complaint. A client may request a grievance form from at any time from any staff member.
2. If the client has not been able to achieve successful resolution of the matter by discussing it directly with the individual(s) involved, he/she should then discuss this situation with his/her therapist. The therapist shall be responsible to document the nature of the grievance (including the formal grievance filed by the client) and steps taken to resolve the matter.
3. If the client does not find the grievance to be resolved following step 2, or if the individual implicated in the grievance is also the client's therapist, the therapist shall be responsible to refer the grievance to the Executive Director. The Executive Director shall review the grievance and shall have five (5) working days to begin an investigation. The Executive Director may interview staff and clients and may schedule an interview with the individual presenting the grievance. The Executive Director shall provide a written statement of findings and a decision regarding the grievance to the client within a reasonable amount of time. If the person implicated in the grievance is also the Executive Director, the task of investigating the complaint will fall to the next-highest ranking member of the management team who is *not* implicated in the grievance.
4. If the client does not find the grievance to be resolved following step 3, or if there are no members of the management team who are not implicated in the grievance, the matter shall be referred to the agency's appointed ombudsman, who will begin an independent investigation of the matter and provide a written statement of findings regarding the grievance and a decision with recommended follow-up actions to all parties involved within a reasonable amount of time. Foundations utilizes the following Ombudsman service, provided through the Wyoming Guardianship Program:

**Substance Abuse and Mental Health Ombudsman
PO Box 2778 Cheyenne,
WY 82003
samhop.wy@gmail.com**

5. If the client believes his/her grievance has not been satisfactorily resolved at this point, he/she may submit the grievance to:

**Wyoming Behavioral Health Division 6101
N. Yellowstone Rd.
Ste. 186C
Cheyenne, WY 82002 (307)
777-7115**

Please Note: Foundations maintains a posted referral list of entities available for legal representation as well as advocacy agencies for clients to utilize as needed. Ask any staff member for direction to the posted list.

Reasonable Accommodation Policy

Policy

Foundations Counseling & Consulting of Wyoming, LLC, is committed to the fair and equal treatment of people with disabilities. Reasonable accommodation is the key to this non-discrimination policy. While many individuals with disabilities can participate in treatment without accommodation, other clients face barriers to treatment without the accommodation process. It is the policy of Foundations Counseling & Consulting of Wyoming, LLC, to reasonably accommodate qualified individuals with disabilities unless the accommodation would impose an undue hardship. In accordance with the Americans with Disabilities Act, accommodations will be provided to qualified individuals with disabilities when such accommodations are directly related to participating in treatment.

Foundations fully permits the use of service animals on its premises.

Definition

Disability: For purposes of determining eligibility for a reasonable accommodation, a person with a disability is one who has a physical or mental impairment that materially or substantially limits one or more major life activities.

Reasonable accommodation

A reasonable accommodation is a modification or adjustment to a counseling group, or individual counseling session that makes it possible for a qualified individual with a disability to enjoy an equal opportunity to participate.

Examples of accommodations may include acquiring or modifying equipment or devices; modifying curriculum materials; making facilities readily accessible.

Reasonable accommodation applies to three aspects of treatment:

1. To assure equal opportunity in the counseling process;
2. To enable a qualified individual with a disability to participate successfully in counseling; and 3. To enable a client with a disability to enjoy equal benefits and privileges of treatment.

Procedure

1. Foundations Counseling & Consulting of Wyoming, LLC, will inform all clients that this accommodation policy can be made available in accessible formats.
2. The client shall inform his or her counselor of the need for an accommodation either in writing by requesting a reasonable accommodation form from the administrative assistant at the reception desk or, if unable to do so, by verbally requesting that a request be filed on his or her behalf.
3. The Counselor, after receiving and reviewing the request, may request documentation of the individual's functional limitations to support the request, as permitted by law. Any medical documentation will be collected and maintained on separate forms and in separate, locked files. No one beyond the staff members to whom the medical information is directly relevant will be told about or have access to that information unless the disability might require emergency treatment.
4. When a qualified individual with a disability has requested an accommodation, the counselor shall, in consultation with the individual:

Attachment H

- Discuss the purpose and essential functions of the group or individual session. Completion of a step-by-step job analysis may be necessary.
- Determine the precise limitation.
- Identify the potential accommodations and assess the effectiveness each would have in allowing the individual to participate in treatment.
- Select and implement the accommodation that is the most appropriate for both the individual and the counselor. While an individual's preference will be given consideration, Foundations Counseling & Consulting of Wyoming, LLC, is free to choose among equally effective accommodations and may choose the one that is less expensive or easier to provide.
- The Counselor will work with the client to obtain technical assistance, as needed.
- The Counselor will provide a decision to the client within a reasonable amount of time.
- If no accommodation can be made to overcome the existing barriers or if the accommodation would cause an undue hardship on the operation of the business, the counselor shall determine whether referral to another counseling center may be an appropriate accommodation.

Informed Consent

An evaluation at Foundations Counseling & Consulting of Wyoming, LLC is:

1. A procedure undertaken in order to determine whether or not you may have a behavioral health, mental health, or psychological condition, a substance abuse or dependency problem.
2. A diagnostic procedure only.
3. Satisfies a court order for an evaluation of a specific type.

An evaluation at Foundations Counseling & Consulting of Wyoming, LLC is not:

1. Psychological treatment, psychotherapy, drug or alcohol treatment, social work, or counseling, etc.
2. A cure or remedy for any sort of disease, condition, or difficulty.
3. A substitute for treatment, counseling, or classes, which may have been ordered by a court of competent jurisdiction.

Notice: Anything you communicate to your evaluator may appear in the completed written evaluation, and may become part of the legal record of your case. Therefore, please be certain that the information you give your evaluator is accurate and complete. After the final evaluation report has been completed and copies have been distributed, no changes will be made for any reason.

Disclosure Statement & Consent to Treat

I agree to receive outpatient psychological treatment from Foundations Counseling & Consulting of Wyoming, LLC. I understand that service programs, such as this one, are not exact sciences, and that not everyone is helped by these programs. Yet, I also understand that such programs have a greater chance of being successful when I am willing to fully take part in my treatment. I have been fully informed about my right to confidentiality and the exceptions to that right.

PROFESSIONAL DISCLOSURE STATEMENT

James Nelson, M.A., Licensed Professional Counselor #1388

M.A., Post-Secondary School Counseling/Agency Counseling, University of Northern Colorado, 1994 B.A.,
Psychology, Cultural Anthropology, University of Northern Colorado, 1975

Julie Nelson, M.A., Licensed Professional Counselor #1352

M.A., Agency Counseling, University of Northern Colorado, 1994 B.S.,
Business, Colorado State University, 1979

This Disclosure Statement is required by the Mental Health Professions Licensing Board and the Wyoming Board of Psychology, 1800 Carey Ave, Fourth Floor, Cheyenne, WY 82002. Foundation Counseling & Consulting of Wyoming, LLC, offers comprehensive mental health services, including, but not limited to individual counseling, group therapy, family counseling, psychological and substance abuse testing and assessments, case management, and crisis intervention. We strive to maintain the highest quality of service. Counseling relationships are professional in nature. Sexual intimacy between client and therapist is never appropriate.

Therapists follow the ethical guidelines of their profession. Both Mr. Nelson and Ms. Nelson adhere to the ethical code of the American Counseling Association. A copy may be obtained online at www.COUNSELING.ORG/RESOURCES/ACA-CADE-OF-ETHICS.PDF

You have the right to information regarding your diagnosis and treatment, and to participate in the treatment planning process. Psychotherapy is an inexact science and improvement cannot be guaranteed. Files will be maintained for 7 years from date of discharge, or 7 years beyond the age of majority, whichever is later. You have the right to confidentiality. Confidential information may be disclosed in situations including, but not limited to, the following circumstances: a) when you have provided written consent to disclose information:

- b) If mandated by a court of law;
- c) If disclosure is required to prevent clear and imminent danger to you or others; and/or
- d) If potential or actual occurrence(s) of physical/sexual abuse of minors, persons with disabilities and/or senior citizens is disclosed.

Liability Release

Whereas, the undersigned "Applicant" wishes to participate in a therapeutic activity associated with Foundations Counseling & Consulting of Wyoming, LLC.'s counseling programs, and in consideration of Foundations Counseling & Consulting Wyoming, LLC.'s action allowing the Applicant to participate:

The Undersigned acknowledges that during the said activity the Applicant has requested participation in, certain risks and dangers may occur. These include, but are not limited to, the hazards of: accident or illness, the forces of nature and travel by automobile, or other conveyance, all of which are inherent in all off-sight activities conducted for any purpose.

I acknowledge that even with the best coaching, use of the most advanced protective equipment and strict observance of rules, injuries are still a possibility. On rare occasions, these injuries can be so severe as to result in total disability, paralysis, or even death. I acknowledge that I have read the above, understand the risks involved, and consent to participate in the therapeutic activity at my own risk.

The Undersigned further acknowledges that due to these risks may also include loss or damage to personal property, physical or psychological damage and/or injury, not excluding fatality, due to accidents that may occur, including accidents resulting from the planned activity or other incidental occurrences. The Undersigned further understands that in participating in the activity, they will be exposed to elements of nature, including possible temperature extremes and inclement weather. It is the participants responsibility to dress appropriately.

In consideration of, and as a condition of participation in such activity and for the services and meals arranged for me by Foundations Counseling & Consulting of Wyoming, LLC., its Stockholders, Directors, Officers, Employees, Agents and/or Associates, I have and do hereby assume all of the above risks and any other risk incidental to the nature of the program, including risks that are not specifically foreseeable, and will hold them harmless from any and all liability, actions, causes of action, debts, claims, and demands of every kind and nature whatsoever, whether for bodily injury, property damage or loss otherwise, which I now have or which may arise from or in connection with my program or participation in any other activities arranged for me by Foundations Counseling & Consulting of Wyoming, LLC., its Stockholders, Directors, Officers, Employees, Agents, and/or Associations, and their heirs, executors, and administrators. The terms hereof, and my signature on this document, shall serve as a release and assumption of risk, shall bind my heirs, representative, executors, administrators, successors, and assigns, and for all members of the family, including any minors accompanying me. I also state that I am not, nor will I be under the influence of any chemical substances, including alcohol. I fully understand that my participation in this activity organized by Foundations Counseling & Consulting of Wyoming, LLC. is entirely voluntary and it is my choice to participate.

Notice of Privacy Policies

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

(Compliance with 42 CFR, Part 2 and 45 CFR, if applicable)

PLEASE REVIEW THIS DOCUMENT CAREFULLY.

If you have any questions about this Notice, please contact our Clinical Director by calling 307.638.4092 or writing to Attn: Clinical Director, 213 W18th St, Cheyenne, WY 82001

WHO WILL FOLLOW THIS NOTICE

This Notice of Privacy Practices describes our practices and those of:

- ❖ Any health care professional authorized to enter information into your file.
- ❖ Foundations Counseling & Consulting of Wyoming, LLC, and any subsidiary companies.
- ❖ All employees, staff, and other personnel of Foundations Counseling & Consulting of Wyoming, LLC, and related companies.
- ❖ All entities, sites and locations follow the terms of this notice. In addition, these entities, sites and locations may share medical information with each other for treatment, payment or operations purposes described in this notice.

OUR COMMITMENT TO YOUR PRIVACY

We understand that medical information about you and your health is personal and we are committed to protecting that information. We are committed to protecting medical information about you. We create a record of the care and services that you receive. We need this record to provide you with quality care and to comply with certain legal requirements. This notice applies to all of the records generated by us. Other Health Care Facilities providing health care services to you may have different policies or notices regarding their uses and disclosures of your medical information.

This Notice will tell you about the ways in which we may use and disclose medical information about you. This Notice will also describe your rights and certain obligations we have regarding the use and disclosure of medical information.

We are required by law to:

- make sure that medical information that identifies you is kept private
- give you this Notice of our legal duties and privacy practices with respect to medical information about you follow the terms of the Notice that is currently in effect.

CONFIDENTIALITY OF ALCOHOL AND SUBSTANCE ABUSE CLIENT RECORDS

The confidentiality of alcohol and drug abuse client records maintained by this program is protected by federal law and regulations. Generally, the program may not say to a person outside the program that a client attends the program, or disclose any information identifying a client as an alcohol or drug abuser unless one of the following conditions is met: (1) the client consents in writing; (2) the disclosure is allowed by a court order; (3) the disclosure is made to medical personnel in a medical emergency or to qualified personnel for research, audit, or program evaluation. Violation of the federal law and regulations by a program is a crime. Suspected violations may be reported to appropriate authorities in accordance with federal regulations. Federal law and regulations do not protect any information about a crime committed by a client either at the program or against any person who works for the program or about any threat to commit such a crime. Federal laws and regulations do not protect any information about suspected child abuse or neglect from being reported under state law to appropriate state or local authorities.

HOW WE ARE REQUIRED BY LAW TO DISCLOSE MEDICAL INFORMATION ABOUT YOU

- ❖ **As Required By Law.** we will disclose medical information about you when required to do so by federal, state or local law, such as:
- ❖ **To Avert a Serious Threat to Health or Safety.** We will use and disclose medical information about you when we have a "Duty to Report" under state or federal law; because we believe that it is necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person. Any disclosure, however, would only be to someone able to help prevent the threat.
- ❖ **Public Health Risks.** We will disclose medical information about you for public health reporting required by federal or state law. These activities generally include the following:
 - to prevent or control disease, injury or disability;
 - to report births and deaths;
 - to report child abuse or neglect;
 - to report reactions to medications or problems with products;
 - to notify people of recalls of products they may be using;
 - to notify a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition;
 - to notify the appropriate government authority if we believe a Client has been the victim of abuse, neglect or domestic violence. We will only make this disclosure if you agree or when required or authorized by law.
- ❖ **Health Oversight Activities.** We will disclose medical information as required by law to a health oversight agency for activities authorized by law. These oversight activities include, for example, audits, investigations, inspections, and licensure. These activities are necessary for the government to monitor the health care system, government programs and compliance with civil rights laws.
- ❖ **Lawsuits and Disputes.** If you are involved in a lawsuit or a dispute, we may disclose medical information about you in response to a court or administrative order. We may also disclose medical information about you in response to a subpoena, discovery request or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request (which may include written notice to you) or to obtain an order protecting the information requested.
- ❖ **Law Enforcement.** We may release medical information if asked to do so by a law enforcement official: (1) in response to a court order, subpoena, warrant, summons or similar process; (2) to identify or locate a suspect, fugitive, material witness or missing person; (3) about the victim of a crime if, under certain limited circumstances, we are unable to obtain the person's agreement; (4) about a death we believe may be the result of criminal conduct; or (5) in emergency circumstances to report a crime, the location of the crime or victims, or the identity, description or location of the person who committed the crime.
- ❖ **For Specific Government Functions.** We may disclose your medical information for the following specific government functions: (1) health information of military personnel, as required by military authorities; (2) health information of inmates, to a correctional institution or law enforcement official; and (3) for national security reasons.
- ❖ **Protective Services for the President and Others.** We will disclose medical information about you to authorized federal officials so that they may provide protection to the President, other authorized persons or foreign heads of state or conduct special investigations.

HOW WE MAY USE AND DISCLOSE MEDICAL INFORMATION ABOUT YOU

The following information describes different ways that we may use or disclose your health information without your authorization. For each category of use or disclosure we will explain what we mean and give examples to help you better understand each category. Although we cannot list every use or disclosure within a category, we are only permitted to use or disclose your health information without your authorization if it falls within one of these categories.

If your health information contains information regarding your mental health or substance abuse treatment or certain infectious diseases (including HIV/AIDS tests or results), we are required by state and federal confidentiality laws to obtain your consent prior to certain disclosures of such information. Once we have obtained your consent on the Admission/Registration Agreement, we will treat the disclosure of such information in accordance with our privacy practices outlined in this Notice.

- ❖ ***For Treatment.*** We may use medical information about you to provide you with medical or mental health treatment or services. We may disclose medical information about you to doctors, psychologists, nurses, social workers, therapists, or other Foundations personnel who are involved in your treatment. We may also disclose medical information about you to people outside Foundations, such as other health care providers involved in providing medical treatment for you and to people who may be involved in your medical care, such as family members, clergy, or others that we use to provide services that are part of your care.
- ❖ ***For Payment.*** We may use and disclose medical information about you so that the treatment and services you receive from Foundations, or other health care providers from whom you receive treatment, may be billed to, and payment may be collected from, you, an insurance company or a third party. For example, we may need to have your health plan information about treatment you received at Foundations so your health plan will pay us or reimburse you for your treatment. We may also tell your health plan about a treatment you are going to receive to obtain prior approval or to determine whether your plan will cover the treatment.
- ❖ ***For Health Care Operations.*** We may use or disclose medical information about you for Foundations operations or to another health care provider or health plan, if you have a relationship with that health care provider or health plan. These uses and disclosures are necessary to run Foundations and make sure that all of our Clients receive quality care. For example, we may use medical information to review our treatment and services and to evaluate the performance of our staff in caring for you. We may also combine medical information about many Clients to decide what additional services Foundations should offer, what services are not needed, and whether certain new treatments are effective. We may also disclose information to doctors, social workers, therapists, nurses, psychologists, technicians, and other personnel for review and learning purposes.
- ❖ ***Appointment Reminders.*** We may use and disclose medical information to contact you as a reminder that you have an appointment for treatment or care at Foundations.
- ❖ ***Individuals Involved in Your Care or Payment for Your Care.*** We may release certain limited information about you to a friend or family member who is involved in your treatment or care. We may also give information to someone who helps pay for your care. We may also tell your family or friends your condition. In addition, we may disclose medical information about you to an entity assisting in a disaster relief effort so that your family can be notified about your condition, status and location.
- ❖ ***Treatment Alternatives/Benefits.*** We may use and disclose medical information to tell you about or recommend possible treatment options, alternatives or health-related benefits or services that may be of interest to you.

SPECIAL SITUATIONS.

We also may use or disclose your protected health information in the following special situations without your authorization. These situations include:

- ❖ ***Military and Veterans.*** If you are a member of the armed forces, we may release medical information about you as required by military command authorities. We may also release medical information about foreign military personnel to appropriate foreign military authority.
- ❖ ***Inmates.*** If you are an inmate of a correctional institution or under the custody of a law enforcement official, we may release medical information about you to the correctional institution or law enforcement official. This release would be necessary (1) for the institution to provide you with health care; (2) to protect your health and safety or the health and safety of others; or (3) for the safety and security of the correctional institution.

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- ❖ ***Workers' Compensation.*** We may disclose your protected health information as authorized to comply with workers' compensation laws and other similar legally established programs.

YOUR RIGHTS REGARDING MEDICAL INFORMATION ABOUT YOU.

You have the following rights regarding medical information we maintain about you:

- ❖ ***Right to Inspect and Copy.*** You have the right to inspect and copy medical information about you that may be used to make decisions about your care. Usually, this includes medical and billing records, but does not include psychotherapy notes.

To inspect and copy medical information that may be used to make decisions about you, you must submit your request in writing to the Clinical Director of Foundations Counseling & Consulting of Wyoming, LLC. If you are requesting a copy of the information, we may charge a fee for the costs of copying, mailing or other supplies associated with your request.

We may deny your request to inspect and copy in certain very limited circumstances. If you are denied access to medical information, under some circumstances you may request that the denial be reviewed. Another licensed health care professional chosen by Foundations Counseling & Consulting of Wyoming, LLC will review your request and the denial. The person conducting the review will not be the person who denied your request. We will comply with the outcome of the review.

- ❖ ***Right to Amend.*** If you feel that medical information we have about you is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as the information is kept by or for Foundations Counseling & Consulting of Wyoming, LLC. To request an amendment, your request must be made in writing and submitted to the Clinical Director of Foundations Counseling & Consulting of Wyoming, LLC. In addition, you must provide a reason that supports your request. We may deny your request for an amendment if it is not in writing or does not include a reason to support the request. In addition, we may deny your request if you ask us to amend information that:

- Was not created by us, unless the person or entity that created the information is no longer available to make the amendment;
- Is not part of the medical information kept by or for the clinic;
- Is not part of the information which you would be permitted to inspect and copy; or Is accurate and complete.

- ❖ ***Right to Request Restrictions.*** You have the right to request a restriction or limitation on the medical information we use or disclose about you for treatment, payment or health care operations. You also have the right to request a limit on the medical information we disclose about you to someone who is involved in your care or the payment of your care, like a family member or friend. For example, you could ask that we not use or disclose information about a specific treatment session you had. However, we are not required to agree to your request. If we do agree, we will comply with your request unless the information is needed to provide you emergency treatment. To request restrictions, you must make your request in writing to the Clinical Director. In your request, you must tell us (1) what information you want to limit; (2) whether you want to limit our use, disclosure or both; and (3) to whom you want the limits to apply, for example, disclosures to your spouse.

- ❖ ***Right to Request Confidential Communications.*** You have the right to request that any and all confidential communications regarding your medical information be sent by alternative means or to an alternative location. For example, you may request that we contact you only in writing or by telephone at home or at work. We will accommodate reasonable requests. We will not request an explanation from you as to the basis for the request. Please make any such requests in writing to our Clinical Director. Your request must specify how or where you wish to be contacted.

- ❖ ***Right to an Accounting of Disclosures Made.*** You have a right to receive an accounting of disclosures of your medical information we have made after November 21, 2007 for purposes other than disclosures (1) for our treatment, payment or health care operations, (2) to you or based upon your authorization and (3) for certain government functions. To request an accounting, you must submit a written request to our Clinical Director. You must specify the time period, which may not be longer than six years.

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- ❖ ***You have the right to a paper copy of this Notice.*** You have the right to obtain a paper copy of this Notice from us upon request, even if you have agreed to accept this Notice electronically. To obtain a paper copy of this Notice, please contact our Treatment Director. (All clients and evaluation subjects are automatically given a copy of this notice prior to treatment.)

CHANGES TO THIS NOTICE

We reserve the right to change this Notice. We reserve the right to make the revised Notice effective for the medical information we already have about you as well as any information we receive in the future. The Notice will contain on the first page, in the top right-hand corner, the effective date. We will post a copy of the current notice in each of our facilities. In addition, every time you register at or are admitted to Foundations, LLC programs for treatment as an inpatient or outpatient, we will offer you a copy of the current notice in effect.

COMPLAINTS

You may contact us, or the Secretary of the United States Department of Health and Human Services, if you believe your privacy rights have been violated. To file a complaint with Foundations Counseling & Consulting of Wyoming, LLC, contact our Clinical Director. All complaints must be submitted in writing.

No retaliatory actions will be taken against you for filing a complaint.

OTHER USES OF MEDICAL INFORMATION

Other uses and disclosures of medical information not covered by this Notice or the laws that apply to us will be made only with your authorization. If you provide us with permission to use or disclose medical information about you by signing a written authorization, you may revoke that permission, in writing, at any time. If you revoke your permission, we will no longer use or disclose medical information about you for the reasons covered by your written authorization. You understand that we are unable to take back any disclosures we have already made with your permission.

Communicable Diseases & Drug Use

Requirement: *The Wyoming Department of Public Health, Mental Health and Substance Abuse Services Division has mandated that service providers provide information to their clients about the hazards of acquiring and spreading communicable diseases as a result of using illicit drugs, and direct them to locations where they may receive screening and access to health care.*

Rationale behind the Requirement:

Using drugs is an important risk factor for disease. Drug use is associated with such risk behaviors as the sharing of contaminated needles and other drug paraphernalia, and unsafe sexual practices that contribute to the transmission of certain infectious or communicable diseases such as hepatitis, TB and HIV. Therefore, it is particularly important for current or former drug users to be aware of the risks and to be screened for the presence of these diseases and conditions.

There has been a steady increase in the incidence of hepatitis B, despite the availability of a vaccine. The prevalence of hepatitis C in drug users, and in injection drug users specifically, is also high. The association between syphilis and drug use has been substantiated by retrospective studies and is particularly strong among cocaine users.

Many drug users are reluctant to become involved with traditional medical providers because of previous poor treatment and insensitive care. As a result, they may not seek testing for and treatment of infectious/communicable diseases. Further, lack of access to health care, either due to financial or other socioeconomic reasons, may mean that drug users may have had minimal or no medical care before entering a treatment service.

Basic prevention information for persons with high-risk drug use or sexual practices:

- Stop using and/or injecting drugs.
- Complete substance abuse treatment.
- The surest way to prevent the spread of human immunodeficiency virus infection and other sexually transmitted diseases is to have sex with only one uninfected partner or not to have sex at all.
- Use latex condoms correctly and every time to protect themselves and their partners from diseases spread through sexual activity.
- Get vaccinated against hepatitis B, and if appropriate, hepatitis A.

Persons who should be tested routinely (referred to local public health agency or private physician) for hepatitis C virus (HCV) infection are:

- Persons who ever injected illegal drugs, including those who injected once or a few times many years ago and do not consider themselves as drug users.
- Persons who received a transfusion of blood or blood components before July 1992.
- Children born to HCV-positive women. □ HIV+ persons.

Persons who should be tested routinely (referred to local public health agency or private physician) for hepatitis B (HBV) infection are:

- Persons who have injected illegal drugs.
- Persons entering methadone treatment programs. If there is no serologic evidence of prior HBV infection, hepatitis B vaccine should be administered.

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Persons who should be tested routinely (referred to public STD clinic or private physician) for syphilis infection are:

- Persons entering drug treatment programs. Screening should be repeated every year if at-risk behavior continues, or earlier if signs and symptoms suggestive of syphilis infection occur.

Persons who should be tested routinely (referred to public STD clinic or private physician) for gonorrhea infection are:

- Persons with indications of infection or for those who have had sexual contact with infected individuals.

Persons who should be tested routinely (referred to public STD clinic or private physician) for herpes infection are:

- Persons with genital, rectal, or oral ulcers.

Persons who should be tested routinely (referred to public STD clinic or private physician) for HIV infection are:

- Persons entering drug treatment programs. Persons who are HIV-negative, should receive follow-up screening and risk-reduction counseling.

If you have any of these risk factors, please contact:

**Wyoming Department of Health
Preventive Health and Safety Division
Communicable Disease Section
HIV/AIDS/Hepatitis Program
6101 Yellowstone Road, Suite 510
Cheyenne, WY 82002
Telephone: (307) 777-5932
Fax: (307) 777-8547**

Smoking Cessation Program

Foundations is a non-smoking facility. Use of any form of tobacco product is prohibited while in our offices. This includes but is not limited to:

- Cigarettes
- Cigars
- Electronic Vaporizers
- Chewing tobacco

If you would like to be referred to the **Smoking Cessation Program** please let one of Foundations Staff know.

To voluntarily participate in the **Smoking Cessation Program** contact 1-800-784-8669 for further information on group times and locations.

Breathalyzer and Urinalysis Consent

If it is suspected that I may have consumed alcohol or used illegal drugs, Foundations Counseling and Consulting, LLC. requires me to take a breathalyzer test and/or a urinalysis test. Therefore, all clients must consent to the following:

1. I will submit to tests of urine and/or breath immediately upon the request of staff; any testing requested will be conducted by Foundations Drug Testing, LLC;
2. If participating in a program of classes that includes a drug and/or alcohol testing component, I will enroll in a random reporting system with Foundations Drug Testing, LLC., and submit urine and/or breath samples to be tested on the days that I am selected to test;
3. I will provide required payment for all testing services I receive;
4. I will comply completely with all collection procedures;
5. I will not attempt to intentionally contaminate or falsify samples.

I agree to comply with all the stipulations outlined above. Failing to provide this permission may result in the termination of the services provided by Foundations Counseling & Consulting of Wyoming, LLC.

Attachment H



CONSENT FOR THE RELEASE OF CONFIDENTIAL INFORMATION

NAME:	Date of Birth:	Social Security number
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I request and authorize Foundations Counseling & Consulting of Wyoming to:

Disclose and/or Receive to and/or from

Name of Person or organization: Laramie County Drug Court Team		
Address: 309 W. 20 th St.		
City Cheyenne	State WY	Zip 82001
Telephone Number 307-633-4530	Fax Number	

The Date of records to be disclosed

From: Date of Admission	To: End of Program
--------------------------------	---------------------------

I understand and approve that the information requested can contain: (Check all that apply)

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Attendance Records | <input checked="" type="checkbox"/> Medical Diagnosis | <input checked="" type="checkbox"/> Academic Records |
| <input checked="" type="checkbox"/> Clinical Assessments | <input checked="" type="checkbox"/> Progress in Treatment | <input checked="" type="checkbox"/> Consultation |
| <input checked="" type="checkbox"/> Police & Court Records | <input checked="" type="checkbox"/> Medical Records | <input checked="" type="checkbox"/> Explanation of Incident |
| <input type="checkbox"/> Payment Records | <input checked="" type="checkbox"/> Psychiatric Diagnosis | <input checked="" type="checkbox"/> Medical Injury/Illness |
| <input checked="" type="checkbox"/> Mental Health Records | <input checked="" type="checkbox"/> UA/BA results | <input checked="" type="checkbox"/> Inability to Drive |
| <input type="checkbox"/> Other Explain _____ | | |

For the purpose of the disclosure authorized in this consent is to:

- Coordination of Treatment Evaluation Illness/Injury/Emergency Transportation
- Other Explain _____

I understand that my treatment records are protected under the Federal regulations governing Confidentiality and Drug Abuse Patient Records, 42 C.F.R. Part 2, and the Health Insurance Portability and Accountability Act of 1996 ("HIPPA"), 45 C.F.R pts 160 & 164, and cannot be disclosed without my written consent unless otherwise provided for by the regulations. I also understand that I may revoke this consent in writing at any time except to the extent that action has been taken in reliance on it, and that in any event this consent expires automatically as follows:

One year from the date of signature

Signature of Individual authorizing this Consent: _____

Date: _____

Drug Court Assessment

Name _____

Date of Birth _____

Application Date _____

Attorney Name _____

Sentencing Date _____

1. Have you experienced any trauma in your life?

2. Life skill needs

Housing

Employment

Money Skills

Transportation

Medical

Family/Child Support

3. Escapes, Absconding, Revocations

4. Mental Health concerns

5. Why do you want to be a member of Drug Court?

3. Escapes, Absconding, Revocations

4. Mental Health concerns

5. Why do you want to be a member of Drug Court?

Cost Proposal

Foundations Counseling & Consulting of Wyoming, LLC, proposes to provide the services described in this document to the Laramie County Drug Court on the following terms:

Foundations will provide Intensive Outpatient Treatment services as well as Aftercare services based on the provisions of the RFP* and this document for the amount listed below, per client:

Number of Clients	Cost Per Month/Per Client
1-25	\$600.00
26-35	\$325.00

*Screening and Assessment will be performed once per candidate, immediately prior to services at no cost.

4.0 Verification (Attachment J)

The following statement should be listed, signed, and notarized by the proper authority in submitting the proposal;

I certify under penalty of perjury, that I am a responsible official for the person, party, or entity described in the proposal and that I have personally examined and am familiar with all of the information submitted in this disclosure and all attachments and information disclosed is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including criminal sanctions, which can lead to the imposition of a fine, and/or imprisonment.

Ronnie Blanton
Signature

5/6/2020
Date

Ronnie Blanton
Printed Name

Executive Director
Title

State of Wyoming)
County of Laramie) ss

Subscribed and sworn to before me Gary Lyon
a notary public for the State of Wyoming, County of Laramie
By Ronnie Blanton this 6th day May, 2020.
Witness my hand and official seal.

Gary Lyon
notary Public
my Commission expires: Oct 18, 2020





401 Hathaway Building • Cheyenne, WY 82002
Phone (307) 777-7656 • 1-866-571-0944
Fax (307) 777-7439 • www.health.wyo.gov



Michael A. Ceballos
Director

Mark Gordon
Governor

Public Health Isolation & Quarantine Order

To: Brittany Weaver DOB: 06/02/1989

The Wyoming Department of Health has reasonable cause to believe that you may have been exposed to a probably communicable disease that affects the public health: Coronavirus Disease 19 (COVID-19).

Under the authority of Wyoming Statutes §§ 35-1-240(a)(ii) and (iii) and as necessary for the protection of the public health, you are hereby ordered to implement the following isolation and quarantine measures effective immediately:

1. You shall remain at your home located at 5418 Weaver Road Cheyenne, WY. 82009 You may leave only to seek medical care or to spend time outside on the property as long as you distance yourself from others.
2. You shall not have close, prolonged contact with others. Close, prolonged contact is defined as being within six (6) feet of others for greater than ten (10) minutes.
3. You shall notify the Wyoming Department of Health if you develop signs or symptoms of Coronavirus Disease 19 (COVID-19) (fever, cough, shortness of breath, or sore throat).

If you do not comply with this Order, you may be subject to criminal prosecution under Wyoming Statutes §§ 35-1-105 and -106.

This Order will remain in effect until you are notified in writing that the incubation period has passed and you are no longer suspected of having the above-stated communicable disease. This Order will be effective for 14 days after the date of your last contact with an infected individual. It is anticipated that this Order will be effective until the 14th of May, 2020.

Any questions regarding this Order may be directed to Dr. Alexia Harrist at (307) -777-7716 .

Done this May day of 11, 2020.

A handwritten signature in black ink, appearing to be "A. Harrist", written in a cursive style.

Name
Page 2
xxx

Date

Ref.: F-2017-

Alexia Harrist, MD, PhD
State Health Officer
Wyoming Department of Health