

SUBRECIPIENT AGREEMENT FOR LARAMIE COUNTY OPIOID SETTLEMENT FUNDS BETWEEN LARAMIE COUNTY AND RECOVER WYOMING.

Laramie County has received Opioid Remediation Funds from Settlement Agreements outlined in a Memorandum of Understanding (MOU) with the Wyoming Attorney General, copies of which are attached to this Agreement. This SUBRECIPIENT AGREEMENT ("Agreement") is made between Laramie County, State of Wyoming ("COUNTY"), whose address is 310 West 19th Street, Cheyenne, Wyoming 82001, and Recover Wyoming, (SUBRECIPIENT), whose address is 1017 East Lincolnway, Cheyenne, Wyoming 82001. In consideration of the promises and covenants set forth below, the parties agree as follows:

WHEREAS, the COUNTY opened opioid settlement funds to organizations serving Laramie County residents in a competitive application process; and

WHEREAS, the COUNTY wishes to provide monies to the SUBRECIPIENT for the purpose of expanding opioid abatement services.

NOW, THEREFORE, it is agreed between the parties hereto that;

- 1) Purpose of Agreement. The COUNTY shall provide Opioid Settlement Funds to SUBRECIPIENT in the amount set forth in Section 3, and SUBRECIPIENT shall undertake and complete materials, projects and/or services (collectively, the "Project") described in Attachment A attached hereto. Performance by SUBRECIPIENT of the requirements of this Agreement and compliance with all Attorney General's MOU is a condition to SUBRECIPIENT'S receipt of monies hereunder.
- 2) Term of Agreement and Required Approvals. This Agreement is not effective until all parties have executed it and all required approvals have been granted. The term of the Agreement is from June 3, 2025 through May 31, 2028 ("Term"); the Project shall be completed during the Term.
- 3) Payment. COUNTY agrees to grant monies to SUBRECIPIENT as requested with submitted invoices to the grants manager. The total payment to SUBRECIPIENT under this Agreement shall not exceed \$89,085.26 ("Award"). Payment will be made following SUBRECIPIENT'S delivery to COUNTY of monthly invoices detailing services performed in connection with the Project with a final reimbursement request submitted by June 30, 2028.
- 4) Responsibilities of SUBRECIPIENT Regarding the Project. In undertaking and completing the Project, the SUBRECIPIENT further agrees as follows:
 - a) Professional Services. The SUBRECIPIENT agrees to perform all aspects of the Project in a professional manner and in accordance with the degree of care, competence and skills that would be exercised by a SUBRECIPIENT under similar circumstances, to the satisfaction of the COUNTY.

- b) Procurement and Administrative Regulations, Compliance with Laws and Prohibitions. Subrecipient agrees to cooperate and comply at the request of County concerning any of the provisions and potential requirements (hereinafter "Requirements") listed in Exhibit "B". Please note that said Requirements are not exhaustive and may change upon reasonable notice from County. SUBRECIPIENT agrees to comply and cooperate with County for any procurement and administrative regulations imposed upon County which may include those as stated in 2 C.F.R. § 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations: as enacted in regulations by the U.S. Department of Health and Human Services. SUBRECIPIENT also agrees to comply and cooperate with County as to the Contract Provisions for Non-Federal Entity Contracts under Federal Awards found in 2 C.F.R. § Appendix II to Part 200.
 - c) Compliance with Laws. In the interpretation, execution, administration and enforcement of this Agreement, SUBRECIPIENT agrees to comply with all applicable state and federal laws, rules, and regulations, including but not limited to:
 - d) Monitor Activities. The COUNTY shall have the right to monitor all activities of the SUBRECIPIENT related to this Agreement. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all SUBRECIPIENT personnel in every phase of performance of work related to this Agreement. COUNTY will conduct a risk assessment pre award and will conduct site visits as necessary for sub-recipient monitoring.
 - e) Reporting. Within 15 calendar days at the conclusion of each calendar quarter during the Term of this Agreement, SUBRECIPIENT shall furnish COUNTY with a report (Attachment B), with a final report due on June 30, 2028.
 - f) Retention of Records. SUBRECIPIENT agrees to retain all records related to the Project, which are required to be retained pursuant to this Agreement for three (3) years following COUNTY's date of notice to SUBRECIPIENT of administrative closeout of the Award.
- 5) Responsibilities of County. COUNTY will, at its discretion, assist in providing SUBRECIPIENT access to information, including without limitation providing SUBRECIPIENT with information concerning opioid settlement funds, and will cooperate with SUBRECIPIENT whenever possible. COUNTY shall have no obligations, other than those specifically set forth herein, regarding the Project or its performance.

6) Special Provisions.

- a) Limitation on Payments. COUNTY's obligation to pay SUBRECIPIENT for Project activities rendered pursuant to this Agreement is conditioned upon the availability of federal government funds that are allocated to pay SUBRECIPIENT hereunder. If Agreement monies are not allocated and available for COUNTY to pay SUBRECIPIENT for the performance of the Project, COUNTY may terminate this Agreement at any time in its discretion without further liability or obligation hereunder.

COUNTY shall notify SUBRECIPIENT at the earliest possible time if this Agreement will or may be affected by a shortage or unavailability of funds. No liability shall accrue to COUNTY in the event termination of this Agreement occurs or this Agreement is affected in any other way by a lack of funds. COUNTY shall not be obligated or liable for any future payments due or promised hereunder or for any damages to SUBRECIPIENT or any other person or entity as a result of termination under this section.

- b) No Finder's Fees. No finder's fee, employment agency fee, broker fee or other such fee related to this Agreement shall be paid by either party.
- c) Office Space. SUBRECIPIENT will not include charges or seek reimbursement in any invoice submitted to COUNTY for office or building space of any kind obtained by SUBRECIPIENT for the performance of the Project. SUBRECIPIENT will make no charge for office or building space unless specific provisions are included for such in this Agreement. Under no circumstances will SUBRECIPIENT be allowed to purchase office equipment with funds received through this Agreement.
- d) Budget Transfer Limitation. SUBRECIPIENT agrees it will not exceed any of the line item totals listed on Attachment C by more than ten percent (10%) without prior approval from COUNTY. Such changes will not result in any change in the total Project costs, or a change in the amount.
- e) COUNTY'S Right to Clawback or Diminish Distributions: The COUNTY, at its sole discretion, shall have the right to Clawback or Diminish distributions made to SUBRECIPIENT during the period of this Agreement or during the Clawback period in the event that SUBRECIPIENT fails to comply with the terms and conditions of this Agreement, including but not limited to performance metrics, reporting requirements, adhering to the submitted timeline, submitting inaccurate or misleading reimbursement requests, or the use of funds for unauthorized purposes, the COUNTY reserves the right to reclaim all or part of the awarded funds. The term "Diminish" in this Agreement means a reduction in the amount of money available, and is at the complete discretion of COUNTY. The term "Clawback" includes the power to Diminish as described in this Agreement. This provision shall survive the termination or expiration of this Agreement.

- i) Clawback Period: The Clawback Period shall commence on the effective date of this operating agreement and shall continue for a period of three (3) years after expiration of this Agreement, unless otherwise terminated or extended as per the provisions of this agreement.
 - ii) Clawback Process: In the event the COUNTY determines that a Clawback is warranted, written notice shall be provided to the affected Subrecipient the amount to be clawed back, the reasons for the Clawback, and the timeline for any repayment. SUBRECIPIENT shall be required to return the clawed-back distributions to the COUNTY within the timeline specified in the notice. Failure to return such funds may result in additional remedies, including but not limited to offset, suspension of future payments, or disqualification from future funding opportunities.
 - iii) Subrecipient Compliance: SUBRECIPIENT agrees to cooperate fully with any reviews or audits necessary to assess performance, reimbursement requests, or any other oversight by COUNTY.
 - iv) Repayment Options: The COUNTY may provide flexibility in the manner of repayment or funds that were previously allocated, allowing the affected members to return the clawed-back distributions in a lump sum or in installments, subject to mutually agreed-upon terms. In the event of a Clawback, the COUNTY shall immediately terminate any further payments under this Agreement to SUBRECIPIENT. SUBRECIPIENT agrees that they are solely responsible for all costs incurred that are not reimbursed due to a Clawback.
 - v) Subrecipient's Rights: In the event of a Clawback, SUBRECIPIENT shall not be entitled to any interest, penalties, or damages arising from the Clawback, except as required by applicable law.
 - vi) Amendment or Termination: This provision may be amended or terminated by mutual written agreement of the COUNTY and Recipient, subject to compliance with any legal or regulatory requirements.
- 7) Default and Remedies. In the event SUBRECIPIENT defaults or is deficient in the performance of any term of this Agreement or any requirements of the opioid settlement program rules and regulations, then COUNTY shall have the right to exercise all remedies provided by law or in equity, including without limitation:
- a) Immediately terminating this Agreement without further liability or obligation of COUNTY;
 - b) Issuing a letter of warning advising SUBRECIPIENT of the deficiency and putting the COUNTY on notice that additional action will be taken if the deficiency is not corrected or is repeated;
 - c) Recommending, or requesting SUBRECIPIENT to submit proposals for corrective actions, including the correction or removal of the causes of the deficiency;

- d) Advising SUBRECIPIENT that a certification will no longer be acceptable and that additional assurances will be required in such form and detail as COUNTY and U.S. Department of Treasury may require.
- e) Advising SUBRECIPIENT to suspend disbursement of funds for the deficient activity;
- f) Advising SUBRECIPIENT to reimburse any amounts improperly expended and reprogram the use of the funds in accordance with applicable requirements;
- g) Changing the method of payment to SUBRECIPIENT; and/or
- h) Reduce, withdraw, adjust, Diminish, or Clawback any amount of the Award in accordance with this Agreement.

8) General Provisions.

- a) Amendments. Any changes, modifications, revisions or amendments to this Agreement, which are mutually agreed upon in writing by the parties hereto, shall be incorporated by written instrument, signed by all parties to this Agreement.
- b) Applicable Law/Venue. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and exclusive venue for any action shall be in the First Judicial District, Laramie County, Wyoming.
- c) Assignment. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the other party. In the event there is a sub-award(s) under this Agreement, SUBRECIPIENT shall include all of the provisions of this Agreement in every sub-Agreement awarded and shall make such provisions binding on each sub as if it were the SUBRECIPIENT hereunder. SUBRECIPIENT shall not use this Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of COUNTY.
- d) Assumption of Risk. SUBRECIPIENT shall be responsible for any loss of state or federal funding, either administrative or program dollars, due to SUBRECIPIENT'S failure to comply with this Agreement and all state opioid settlement requirements. COUNTY shall notify SUBRECIPIENT of any state or federal determination of noncompliance.
- e) Attorneys' Fees. If COUNTY must enforce this Agreement as a result of a default in the performance of this Agreement, COUNTY shall be entitled to its reasonable attorneys' fees and costs incurred in such enforcement.
- f) Confidentiality of Information. The SUBRECIPIENT acknowledges that information it may receive or have access to as a result of its performance under this agreement may be confidential. SUBRECIPIENT agrees that it shall comply with all applicable laws and

regulations, whether state or federal, in the collection, maintenance and release of such information. COUNTY and its agents, or authorized representatives, shall have access to all confidential information in accordance with the requirements of state and federal laws and regulations. Any other parties will be granted access to confidential information only after complying with the requirements of state and federal laws and regulations pertaining to such access. Nothing herein shall prohibit the disclosure of information in summary form, including the publishing of reports of services provided in this Agreement, so long as the identity of the client remains confidential and all other State & Federal laws and regulations are met.

- g) Conflict of Interest: The SUBRECIPIENT and COUNTY confirm that, to their knowledge, no COUNTY employee has any personal or beneficial interest whatsoever in the services described herein. No staff member of the SUBRECIPIENT, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity that would constitute a conflict of interest relative to this Agreement.
- h) Entirety of Agreement: This Agreement (9 pages), Recover Wyoming Application (22 pages), Exhibit "A" Wyoming Opioid Settlement Memorandum of Agreement with Opioid Abatement Strategies (54 pages), Exhibit "B" (2 pages), Budget (3 pages), and Report (1 page) represent the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- i) Indemnification: To the fullest extent permitted by law, SUBRECIPIENT shall indemnify, defend and hold harmless COUNTY, and its officers, agents, employees, successors and assigns from any cause of action, losses, injuries, liabilities, damages, claims, demands or costs arising from or in connection with this Agreement (including reasonable attorneys' fees) (collectively "Claims") arising out of all activities in connection with the Project, Subrecipient (and any sub-recipient's) performance under this Agreement, or failure by SUBRECIPIENT (or any sub-recipient) to comply with the terms of this Agreement or any opioid settlement rules and/or regulations. SUBRECIPIENT shall be solely liable and responsible for all acts or omissions in connection with the Project or the performance of the Project or this Agreement (including without limitation the acts, omissions or performance of the Project or this Agreement by any sub-recipient), including without limitation all Claims arising in connection therewith, and COUNTY (its officers, agents, employees, successors and assigns) shall have no liability to SUBRECIPIENT, any sub-recipient or any third party for, and shall be released from, all such Claims.
- j) Independent Contractor: SUBRECIPIENT shall function as an independent contractor for the purposes of this Agreement, and shall not be considered an employee of COUNTY for any purpose. SUBRECIPIENT shall assume sole responsibility for any debts or liabilities that may be incurred by the SUBRECIPIENT in fulfilling the terms of this Agreement, and shall be solely responsible for the payment of all federal, state and local taxes that may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing SUBRECIPIENT or its agents and/or employees to act as an

agent or representative for or on behalf of COUNTY, or to incur any obligation of any kind on the behalf of COUNTY. SUBRECIPIENT agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to COUNTY employees will inure to the benefit of SUBRECIPIENT or SUBRECIPIENT'S agents and/or employees as a result of this Agreement.

- k) Kickbacks: SUBRECIPIENT warrants that 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.
- l) Notices: All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular U.S. mail or delivery in person. Delivery shall be deemed to have occurred 3 days following deposit in the U.S. mail or upon delivery in person.
- m) Subrecipient to Keep Informed: The SUBRECIPIENT shall keep fully informed of all federal and state laws, local laws, regulations and all other orders and decrees of bodies or tribunals having any jurisdiction or authority, which may, in any manner, affect the duties and responsibilities to be performed by SUBRECIPIENT under the terms and conditions of this Agreement.
- n) Patent or Copyright Protection. SUBRECIPIENT recognizes that certain proprietary matters, techniques or information may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by the SUBRECIPIENT or its sub-recipient hereunder in connection with the Project will infringe any such rights of any person or entity nor will it violate any restriction. SUBRECIPIENT shall defend, indemnify and hold harmless COUNTY from any infringement, violation or alleged infringement or violation of any such patent, trademark, copyright, license or other restrictions.
- o) Prior Approval: This Agreement shall not be binding upon either party, no services shall be performed under the terms of this Agreement, and no funds will be disbursed hereunder until all necessary approvals and actions have occurred as determined by COUNTY in its discretion and this Agreement has been reduced to writing and signed by both parties.
- p) Severability: Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect as if the illegal or unenforceable term was omitted.
- q) Governmental Immunity: COUNTY does not waive its governmental 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.

- r) Force Majeure. The performance of this Agreement by the parties shall be subject to force majeure including, but not limited to, acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, government regulations or advisory, recognized health threats as determined by the World Health Organizations, the Centers for Disease Control, or local government authority or health agencies (including, but not limited to, the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones present, dissuade, or unreasonably delay the performance required by this Agreement. This Agreement may be canceled by any party, without liability, damages, fees, or penalty and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.
- s) Taxes: SUBRECIPIENT shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to social security taxes, workers' compensation, unemployment insurance and sales taxes in connection with performance of the Project and this Agreement.
- t) Time is of the Essence: Time is of the essence in the performance by SUBRECIPIENT of all provisions of the Agreement.
- u) Waiver: The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach.
- v) Titles Not Controlling Titles of sections are for reference only and shall not be used to construe the language in this Agreement.
- w) Third Party Beneficiary Rights: The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between and for the benefit of the parties to this Agreement.

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SUBRECIPIENT AGREEMENT FOR LARAMIE COUNTY OPIOID SETTLEMENT FUNDS BETWEEN LARAMIE COUNTY AND RECOVER WYOMING.

Signatures. By signing this Agreement, the parties represent and warrant that they have read and understood it, that they agree to be bound by the terms of the Agreement, that they have the authority to sign it, and that they have received a signed and dated copy of the Agreement.

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

LARAMIE COUNTY, WYOMING

By: _____
Chairman
Laramie County Commissioners

Date:

By: _____
Debra Lee, Laramie County Clerk

Date:

RECOVER WYOMING

By: Jana Mahoney
Jana Mahoney, Executive Director

5/28/25
Date:

REVIEWED AND APPROVED AS TO FORM ONLY

By: [Signature]
Laramie County Attorney's Office

5-28-25
Date:

*Recover
Wyoming*

Opioid Settlement Fund Application

Please use this Budget

Template: <https://docs.google.com/spreadsheets/d/1R3TQqmmfqgX3R4Fb2K6l7KjKCgTwQhXtKKYgoWeWRN0/edit?usp=sharing> **to attach later in the application**

Background and General Information**The Laramie**

County Commissioners have received settlement dollars resulting from a 2021-2022 lawsuit alleging major opioid manufactures and distributors were responsible for aiding the opioid epidemic.

In 2021 and 2023, the state of Wyoming and local governments signed a memorandum of agreement to establish the State's share and the participating local government share.

Available Funding**The Laramie**

County Commissioners currently have **\$2,536,860.12** to allocate.

Max amount \$500,000 per applicant

Eligible Organizations

Open to any
public or nonprofit organization that works within Laramie County, Wyoming.

Eligible Costs

The Wyoming

MOAs require that all settlement funds be used "in a present and forward-looking manner to actively abate and alleviate the impacts of the opioid crisis and co-occurring substance abuse in Wyoming." See **Exhibit A** for an approved use list.

Ineligible Costs (incomplete list)

- Projects or expenses that are not related to 70% opioid specific prevention or treatment.
- Cannot be used for restitution for past expenditures.
- No capital construction projects.
- Cannot be used to supplant other funding streams.

Grant Period and Reimbursement**Please note**

all expenditures will be reimbursed by Laramie County. Organizations must provide a monthly detailed invoice to request funds.

Grant Reporting Requirements

Funded

organizations will be required to provide quarterly reports to include details on compliance and measurable activities.

These reports will monitor the timeliness of completion.

How to Apply

The application

will be available through the county's website at <https://www.laramiecountywy.gov/> from February 18, 2025, through

March 31, 2025. Applications must be submitted electronically; hard copies will not be accepted.

Staff are

available to answer questions about application requirements, eligible activities, or the funding process once the application is posted by the deadline. Please contact Sandra Bay at 307-633-4201 or Sandra.Bay@laramiecountywy.gov with questions.

Applicants

will be required to submit the following information:

- Organization Overview

- o

Signed

W-9 Form

- o

Sam.gov

registration

- **Grant Request**

- o

- Amount**

- requested with itemized budget-including line-item expenses to include contingency plan for treating people with other use disorders.

- o

- Requests**

- for existing projects/activities

- § Description of how requested funding will relate to the opioid epidemic in terms of prevention, mitigation and treatment.

- o

- Requests**

- for new project/activities

- § Description of how project/activities(s) respond to needs created by the opioid epidemic.

- § Target beneficiaries

- § Description of proposed outcomes (e.g., people served)

§ Timeline for fund expenditures for the following period of June 1, 2025-May 31, 2028

- Project timeline**

- O**

Detailed project timeline by year, showing all measurable activities with a start and end date.

Application Review Process

The Opioid

Committee and Laramie County Grant Staff will review grant applications for completeness and eligibility. Applicants may be asked to revise proposals or provide additional information, and this must be done within five business days of request.

The Opioid

Committee will meet to discuss the applications and make recommendations for funding to the Laramie County Commissioners.

The Laramie County Board of Commissioners will consider the committee recommendations and make final award determinations in April 2025. The panel will be utilizing a scoring matrix that can be found on the county website along with the guidance and application.

Application Review Criteria

Award

allocations will be based on the total number of applicants, completeness of applications, expense eligibility, organizational need, and community impact. Commissioners will examine

the efficiency,
cost, cost effectiveness and time of delivery of the proposal in line with
rules and regulations put forth by the Wyoming Opioid Settlement MOA using the
referenced evaluating matrix.

Application Timeline

The County
anticipates the following schedule for reviewing submitted applications and
determining funding awards:

| | |
|--|--|
| February 18, 2025 | Release of application |
| March 31, 2025 | Applications are due by 12noon |
| April 1-15th, 2025 | Review process |
| May 6, 2025 determinations) | Board of Commissioners Meeting (award |
| May 6-13th, 2025 | County staff to begin drafting grant agreements |
| May 20, 2025 | Awarded |
| applicants to have contracts | |

Public Record

Unless

otherwise exempt under applicable law, applications and application materials are public records. All information received from an applicant, whether received in connection with a grant application or in connection with grant funded activities performed, is subject to disclosure pursuant to the Wyoming Public Records Act.

If Selected for Funding

Grant awards

will be made in the form of a sub-recipient agreement executed between the applicant and the County. The grant period, scope, allowable budget, and reporting requirements will be outlined in the contract between the applicant organization and the County. All awarded funds for the project and activities must be expended no later than May 31, 2028, with a final reimbursement and report - due on **June 30, 2028**.

Please check below to certify that you have read the statement above in full and are ready to proceed with the application. *



Yes, I have read the above


General Information

Tell us about your organization

Name of Organization and Legal Name *


Recover Wyoming

Attach W-9 Here *

 Recover Wyomin...

 Add file

Attach SAM registration here *

 Recover Wyomin...

 Add file

The total requested funds broke out by Year 1-3 *

Total Funds Requested- \$89,085.26; Year 1- \$29,008.84; Year 2- \$29,620.31; Year 3- \$30,456.11

Owner/Authorized Official's *

Authorized Officials Lana Mahoney, Executive Director; Karen Miller- Board Chair; Levi Wardell- Vice Chair; Jeani Fletcher- Treasurer; Terri Smith- Secretary

Federal Tax Identification Number *

27-4005690

Unique Entity Identifier Number (UEI) *

C473NTBQEFA4

Physical Address of Organization *

Physical Location (Recovery Center): 1017 East Lincolnway Cheyenne, WY 82001

Primary Contact Person (Name and Title, Email, Phone Number) *

Lana Mahoney, Executive Director; lanamahoney@recoverwyoming.org (307) 421-7261- Recovery Center; (307) 640-1362- Cell

Mission statement/purpose of your organization *

Recover Wyoming strives to increase the occurrence and quality of long-term recovery from substance use disorder across Wyoming communities through education, advocacy, training, and peer recovery support services.

What populations do you serve? (check all that apply) *

- ☒ Incarcerated Populations
- ☒ Populations involved in the criminal justice system
- ☒ Patients with Opioid Use Disorder
- ☒ Patients in recovery from Opioid Use Disorder
- ☒ Patients at risk for Opioid Use Disorder
- ☒ Unhoused Populations
- ☐ High Risk Youth
- ☒ Other: women who are pregnant or may become pregnant and suffer from OUD

Is your organization facing any pending litigation or legal action? If yes, please explain *

Our organization is not facing any pending legal action nor has any been taken against our organization in the past.

Is your organization a member of the Laramie County Opioid Committee? If yes, then your organization may still apply, however **your committee member will not be able to evaluate submitted request.** *

☒ Yes

☐ No

Project

What will your project look like?

Describe the scope of the project that you are requesting funds for *

Recover Wyoming is requesting funds to expand our current peer-based recovery support programming and provide a peer support program only for individuals struggling with opioid use disorder and co-occurring substance use disorders. Recover Wyoming currently provides free peer-based recovery support services to those struggling with substance use disorders through our Recovery Coach and Telephone Recovery Support programs and our Bridges to Recovery, all-recovery meetings. We also support family members and the broader community, such as employers, community providers, etc., who may be largely impacted by addiction.

The rate of overdose deaths in our state, specifically in Laramie County, is alarming. There is a call to action to support those individuals struggling specifically with opioid use disorder. According to the Center for Disease Controls and Prevention (CDC), there were 114 total overdose deaths in Wyoming in 2024. Surveillance data from the Overdose Detection Mapping Application Program (ODMAP), indicated there were 17 fatalities reported in Laramie County in 2023 resulting from overdoses due to fentanyl, heroin, and/or oxycodone. In 2024, approximately 70% of individuals seeking recovery support services from Recover Wyoming had histories of opioid use disorder/co-occurring substance abuse. Recover Wyoming hopes to combat this issue by providing no cost recovery support services to this specific population.

Our proposed project would be considered a program expansion based on current practices with new or expanded capabilities if funded. We estimate that we will serve approximately 75 individuals/families annually through our proposed project. We need additional staff to fulfill the need of the growing issue of opioid addiction in Laramie County. Our current staffing patterns are not enough for this devastation we are facing.

Is this a new, existing or expanded project? *

- ☐ New
- ☐ Existing
- ☒ Expanded

Please provide an estimated number of individuals/families that will be served by this project? *

Our proposed project would be considered a program expansion based on current practices with new or expanded capabilities if funded. We estimate that we will serve approximately 75 individuals/families annually through our proposed project.

Please provide a detailed description of what is needed to carry out the project. (Staff, space, equipment, supplies, MAT etc.) *

We hope to utilize a half-time Certified Peer Specialist to provide the peer-based recovery support services through our proposed programming. Organization Executive Director, Lana Mahoney, will provide program oversight, staff supervision, grant management, and other fiscal responsibilities associated with the program. Our organization is well established and already has the space and most of the supplies and equipment needed to carry out the program. The bulk of our proposed funding will be for staff salary and fringe benefits. Our detailed budget provides an overview of other supplies and equipment needed.

Please identify any other organizations within Laramie County that address this need. How is your organization adding or improving capacity within the community? *

Recover Wyoming is the only Recovery Community Organization (RCO) in the state and currently is the only peer-run organization in Laramie County providing peer-based recovery support services. There are other community providers who implement Peer Specialists into their programming such as in the hospital and various behavioral health settings in the county. Recover Wyoming's core value is that we honor all-pathways to recovery, and we provide an opportunity to receive peer-based recovery support through those values and ethics. Our proposed program will specifically address those with opioid use disorder and focus on the unique needs of that population in an environment conducive to self-direction and autonomy through our many pathways approach.

Our proposed expansion will help meet the growing needs to expand the peer workforce in Laramie County thus addressing the shortage of providers needed to combat the significant number of individuals in our country struggling with opioid use disorder.

Please describe your contingency plan to treat and serve the population with other use disorders if they do not fit within the opioid use category. *

Recover Wyoming has been providing peer-based recovery support services in Laramie County since 2010 and has a well-established Recovery Coach and Telephone Recovery Support program. If our project is funded, those individuals who do not meet the criteria of opioid use disorder, can be referred to our general recovery support services programming.

Please explain any partnerships or collaborations with this project. (Both existing and new.) Are all partners committed to an ongoing partnership?

Over the past 15 years, Recover Wyoming has established significant partnerships with many organizations in Laramie County that can support our efforts on this project. Outside from the peer support pathway Recover Wyoming provides, we often connect our clients/program participants to other resources supporting their recovery and wellness. The Volunteers of America, HealthWorks, Community Action of Laramie County/Crossroads Health Care Clinic, and Cheyenne Regional Medical Center, all have established programming and support those with opioid use disorder through behavioral health treatment, MAT programming, and other supports for this population. One of our current Peer Specialists also attends the Laramie County treatment court sessions, to interact with justice-involved populations, and provide information about Recover Wyoming's programs and services. We hope to continue those partnerships as well.

Our organization has previously had an informal partnership with the Laramie County Detention Center as well as the probation & parole office. These are partnerships we wish to further develop. We hope to better support justice-involved populations in and exiting incarceration, to address their needs as they re-integrate into the community. We also hope to eventually provide peer-based recovery support and all-recovery meetings in the detention center, to establish relationships with individuals while incarcerated and then continue that support once they return to the community.

Please describe what strategy will be addressed with these funds? *

The core strategy that will be addressed with our proposed funding is peer-based recovery support services to all people struggling with opioid use disorder and co-occurring disorders in Laramie County. We will also provide information/education on harm reduction strategies, such as medication assisted treatment options, Naloxone use/availability, and other appropriate services to address the needs of this target population. These strategies will aid in stigma reduction and help to eliminate the "pull yourself up by your bootstraps" mentality, which prevents people from accessing support.

Our proposed program aims to address the needs of criminal justice-involved populations by providing peer-based recovery support services, an evidence-informed practice to those who are incarcerated, leaving jails/prisons, or who are on probation or parole. We will also address the needs of women who are or may become pregnant through our involvement with the Plan of Safe Care (POSC) team that has been established in Laramie County. This provides recovery services to pregnant women or women who could become pregnant and struggle with OUD. Our proposed program provides recovery support, including information on harm reduction and other appropriate services to individuals with OUD, including the target populations mentioned previously.

Finally, our proposed peer-based recovery support program will help to prevent overdose deaths and other harms in Laramie County. This will be achieved through training/education regarding Naloxone and other drugs that treat or prevent overdoses, such as fentanyl/xylazine testing strips. This training and education will be provided to our clients/program participants, individuals we encounter who are prescribed opioids, family members, and others from the general public, who we may interact with at the Recovery Center. We also will provide training/education to the aforementioned populations regarding the Immunity for Drug Overdose Reporting bill (25-LSO-0036) recently signed into legislation.

Project Outcomes**How will you measure success?**

If this is a continuing activity, please describe the measurable outcomes of your previous work regardless of funding source and your plans for improvement? *

Our proposed project is an expansion of our current peer recovery support program. We will continue to use strategies, assessments, and tools to record data and look at measurable outcomes. We are able to review previous data/strategies to set goals for improvement moving forward. Recover Wyoming will continue to provide peer-based recovery support services and will use assessments/tools such as the BARC-10 (Brief Assessment of Recovery Capital), the SURE (Substance Use Recovery Evaluator), and Engagement Scale Data (ESD). These assessments/tools can be used to evaluate increases in positive outcomes and reduction of negative outcomes, assess a client's recovery capital, and engagement in individual recovery/wellness plan.

Measurable positive outcomes might include sustained recovery, continuous employment, reduction of MH/SA symptoms, stable housing, stronger social connections, access to physical and mental health supports, and engagement in activities which provide meaning and purpose. We can also measure a reduction of negative outcomes such as decreased hospitalizations, reduction in justice involvement, and less instances of recurrence/return to use. We will use the Recovery Data Platform (RDP), to track a clients individual recovery goals and progress, accomplishments towards goals, as well as outcome data. Clients/program participants may wish to develop a WRAP (Wellness Recovery Action Plan) to help meet their individual recovery needs/goals based on measurable data.

Through our previous work, we have identified the need to conduct 30, 60, and 90 day follow ups with clients/program participants who no longer engage in services, to ensure they receive the support and information/referrals they need. We will also continue to provide outreach to community partners to share information about the expanded program and increase the number of referrals from the community.

If this is a new project, please describe anticipated measurable outcomes for your proposed project. *

N/A

Please provide details on evidence-based deliverables that will be used to guide and evaluate your success. *

Evidence-Based Deliverables for Peer-Based Recovery Support

1. Peer-Based Recovery Support (Recovery Coaching, Telephone Recovery Support)

- Deliverable: Structured one-on-one mentorship between Certified Peer Specialist or Individuals seeking recovery or in recovery from Opioid Use Disorder.
- Evidence Base: Research indicates that peer support increases engagement and retention in recovery services.
- Evaluation Metric: Client engagement rates, retention in recovery programs, assessment data, feedback from participants.

2. Support Groups and Peer-Led Meetings

- Deliverable: Regular peer-led all-recovery meetings (in-person).
- Evidence Base: Studies showing peer groups/all-recovery meetings improve long-term recovery outcomes.
- Evaluation Metric: Attendance numbers, participant surveys on perceived support and benefits.

3. Recovery Capital & Other Assessments & Goal Setting

- Deliverable: Individualized recovery plans based on personal strengths, needs, and goals. Tools used: the BARC-10 (Brief Assessment of Recovery Capital), the SURE (Substance Use Recovery Evaluator), and Engagement Scale Data (ESD)
- Evidence Base: The Recovery Capital framework, which measures personal, social, and community resources for sustained recovery.
- Evaluation Metric: Pre/post assessment scores on Recovery Capital Scale, and other assessments as well as goal attainment tracking.

4. Community Resource Navigation

- Deliverable: Connecting peers to housing, employment, healthcare, social services, and all other supportive wrap around services which support OUD recovery.
- Evidence Base: Evidence-based case management models showing improved recovery stability.
- Evaluation Metric: Referral follow-through rates, client/program participant-reported improvements in stability.

5. Recovery Maintenance Planning

- Deliverable: Individualized recovery maintenance planning.
 - Evidence Base: Research showing that self-directing recovery/wellness goals result in improved outcomes including increase in recovery maintenance.
 - Evaluation Metric: Evaluation of sustained recovery or improvements in recovery maintenance.
-

Organization's Auditing and Fiscal Controls

Financial Overview of your organization

Briefly describe your organization's financial oversight/internal controls to minimize opportunities for fraud, waste and mismanagement. *

Recover Wyoming utilizes QuickBooks for fiscal management and for tracking income/expenses for various funding streams. The Executive Director inputs expenses and income daily and reconciles accounts on a monthly basis. All expenditure receipts and vouchers are filed and accessible for review at any time. Prior to the board of directors meeting each month, all board members, including the treasurer, are given the balance sheets, profit and loss statements, and budget vs. actual statements, along with copies of the checking/savings statements from the previous month. The Executive Director and treasurer meet to review the financials prior to each board meeting. The financial documents are viewed and voted for approval at each board meeting.

Has your organization had any audit findings in the past five years? If yes, please explain. *

Recover Wyoming has not had any findings regarding financial audits/reviews. Recover Wyoming utilizes an outside accounting firm to conduct financial reviews on an annual basis. We also have an independent accountant who assists with filing quarterly and end-of-year tax documents.

How does your organization plan to segregate opioid funds from other organization funds for purposes of identification, tracking, reporting and audit? *

Our organization tracks income and expenses for each grant funding stream separately to ensure accurate recording and documentation regarding fiscal management. We will run financial reports related to the grant as needed. Data related to clients/program participants will be recorded in the Recovery Data Platform and will assist in tracking and reporting non-fiscal data.

Is your organization receiving any other grant funding in relation to opioid prevention, treatment or mitigation or similar work? If yes, please explain *

Currently our organization is not receiving any funding specific to opioid prevention, treatment, mitigation, or any similar work. We do receive a small amount of grant funding to offset costs for our general Recovery Coach program. The funding stream is not specifically related to supporting those with opioid use disorder.


Budget: Use this Template - Please download into excel and fill this out to attach below. There are already formulas built into this sheet for your use.

What is the budget for the project?

What total amount are you requesting from Laramie County Opioid Settlement funds? This must * be broken out by year, please use the budget template provided.

Recover Wyoming is requesting a total of \$89,085.26 for the three-year award period; Year 1, we are requesting \$29,008.84; Year 2, we are requesting \$29,620.31; and Year 3, we are requesting \$30,456.11. Please see the attached budget spreadsheet for a detailed breakdown for each category.

Please upload the budget in the provided template. If your budget is not uploaded in the template provided you will be asked to re-submit

 Opioid County Bu...

 Add file

Can you complete this project with partial funding or is the full amount needed? Please * explain.

We could potentially conduct this project if awarded with partial funding but may need to reduce staff hours to account for a reduction in funds.

Timeline

How long will the project take? What measures your success on a quarterly basis?

Please provide a detailed timeline for your project with a start and completion date. The timeline should also include milestones throughout the project period with dates for **quarterly deliverables**. *

If our project is funded, we hope to follow the proposed timeline:

May 20, 2025- Contract received

July 1, 2025 - May 31, 2028 - Program implementation

Year 1

- May 20, 2025- Contract received
- May 21, 2025 - June 30, 2025- Staff acquisition, development of promotional materials, begin advertising program, and provide information to community partners about our expanded program/services
- Submit invoices monthly
- Reporting quarterly or as required- number of clients/program participants served, number of peer support interactions, initial BARC-10, SURE, and/or ESD scores

Year 2

- Submit invoices monthly
- Reporting quarterly or as required- number of clients/program participants served, number of peer support interactions, changes in BARC-10, SURE, and/or ESD scores, if applicable
- Provide report at the Peer Specialist Annual Meeting on program successes and outcomes

Year 3

- Submit invoices monthly
 - Reporting quarterly or as required- number of clients/program participants served, number of peer support interactions, changes in BARC-10, SURE, and/or ESD scores, if applicable
 - Program implementation ends on May 31, 2028
 - Final report and invoice submitted by June 30, 2028
-

Sustainability

We want projects we fund to be sustainable after funding is exhausted. How will you make sure this project will continue after the grant period?

What is your plan for sustainment of the project after funding has been exhausted? *

We hope to sustain the project after all funding has been exhausted by seeking other funding opportunities and by allocating funds in savings or general funds to continue programming. The need for this specific project will likely be relevant moving forward as opioid use disorder continues to be a significant issue in our community.

Application Certification

By signing this application, you are certifying that the information provided herein is true and accurate to the best of your knowledge.

Print Name *

Lana Mahoney

Title *

Executive Director

By checking this box, I certify this as a representation of my electronic signature *

☒ Sign

Date *

MM DD YYYY

03 / 26 / 2025

This form was created inside of Laramie County Community Partnership .

4/4/25, 10:18 AM

Opioid Settlement Fund Application

Google Forms

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Recover Wyoming

2 Business name/disregarded entity name, if different from above

same as above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- ☐ Individual/sole proprietor or single-member LLC
- ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____
- Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- ☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1017 East Lincolnway

6 City, state, and ZIP code

Cheyenne, WY 82001

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

2 7 - 4 0 0 5 6 9 0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Jana Manoney

Date ► 3/24/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

RECOVER WYOMING

| | | |
|---|--|--|
| Unique Entity ID C473NTBQEFA4 | CAGE / NCAGE 6ULE1 | Purpose of Registration All Awards |
| Registration Status Active Registration | Expiration Date Dec 30, 2025 | |
| Physical Address 1017 E Lincolnway Cheyenne, Wyoming 82001-4843 United States | Mailing Address 1017 East Lincolnway Cheyenne, Wyoming 82001 United States | |

Business Information

| | | |
|---|--|--------------------------------------|
| Doing Business as (blank) | Division Name Recover Wyoming | Division Number (blank) |
| Congressional District Wyoming 00 | State / Country of Incorporation Wyoming / United States | URL www.recoverwyoming.org |

Registration Dates

| | | |
|---------------------------------------|--|--|
| Activation Date Jan 1, 2025 | Submission Date Dec 30, 2024 | Initial Registration Date Feb 11, 2013 |
|---------------------------------------|--|--|

Entity Dates

| | |
|--|---|
| Entity Start Date Nov 10, 2010 | Fiscal Year End Close Date Dec 31 |
|--|---|

Immediate Owner

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

Highest Level Owner

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

Executive Compensation

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

Proceedings Questions

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

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

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

Yes

Entity Types

Business Types

| | | |
|--|--|--|
| Entity Structure Corporate Entity (Tax Exempt) | Entity Type Business or Organization | Organization Factors (blank) |
| Profit Structure Non-Profit Organization | | |

Socio-Economic Types

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

Financial Information

Accepts Credit Card Payments
Yes

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
6ULE1

Points of Contact

Electronic Business

9.
Lana R Mahoney, Executive Director

1017 East Lincolnway
Cheyenne, Wyoming 82001
United States

Government Business

 Lana R Mahoney, Executive Director

1017 East Lincolnway
Cheyenne, Wyoming 82001
United States

Service Classifications

NAICS Codes

Primary
Yes

NAICS Codes
813410
624190

NAICS Title
Civic And Social Organizations
Other Individual And Family Services

Disaster Response

This entity does not appear in the disaster response registry.

OneWyo II Opioid Settlement Memorandum of Agreement

Whereas, Pharmaceutical Supply Chain Participants have contributed to the opioid epidemic, which has in turn harmed the people and communities of the State of Wyoming.

Whereas, the State of Wyoming, through its Attorney General, and certain Participating Local Governments are separately engaged in investigation, litigation, and settlement discussions seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage they have caused in Wyoming.

Whereas, other Participating Local Governments, while not engaged in separate litigation, have supported the State's efforts in the legal fight against the opioid crisis.

Whereas, the State and all Participating Local Governments share a common desire to abate and alleviate the impacts of the Pharmaceutical Supply Chain Participants' misconduct throughout the State of Wyoming.

Whereas, jointly approaching Settlements with Pharmaceutical Supply Chain Participants benefits all Parties by improving the likelihood of successful Settlement and maximizing the recovery from any such Settlement.

Whereas, specifically, the State and Participating Local Governments anticipate that Settlements with major Pharmaceutical Supply Chain Participants will take the form of a national resolution (National Settlement Agreement) and Wyoming's share of any such resolution will be maximized only if Wyoming's political subdivisions of a certain size participate in the National Settlement.

Whereas, the State and Participating Local Governments intend this agreement to facilitate their compliance with the terms of any National Settlement Agreement.

Whereas, the State and Participating Local Governments anticipate that the National Settlement Agreement will provide a default allocation between each state and its political subdivisions unless they enter into a state-specific agreement regarding the distribution and use of payments (State-Subdivision Agreement).

Whereas, the State and Participating Local Governments intend this agreement to serve as a State-Subdivision Agreement under any Settlement.

Whereas, the aforementioned investigation and litigation have caused some Pharmaceutical Supply Chain Participants to declare bankruptcy, and they may cause additional Pharmaceutical Supply Chain Participants to declare bankruptcy in the future.

Whereas, the State and Participating Local Governments intend this agreement to serve as a State-Subdivision Agreement under resolutions of relevant claims against Pharmaceutical Supply Chain Participants entered in bankruptcy court that provide payments to both the State and its subdivisions and allow for the allocation between a state and its political subdivisions to be set through a state-specific agreement (Bankruptcy Resolution).

Now, therefore, in consideration of the foregoing, the State and its Participating Local Governments, enter into this “OneWyo II Opioid Settlement Memorandum of Agreement” (MOA) relating to the allocation and use of the proceeds of any Settlement as described in this MOA.

I. Definitions

As used in this MOA:

- A. “Approved Use(s)” means any opioid or co-occurring substance use disorder related strategies, projects, or programs that fall within, or are reasonably related or otherwise consistent with, the list of uses set out in Exhibit A, attached hereto and incorporated herein by reference.**
- B. “Bankruptcy Resolution” takes the meaning set out in the above recitals.**
- C. “Localized Share” takes the meaning set out in Section II of this MOA.**
- D. “National Settlement Agreement” takes the meaning set out in the above recitals.**
- E. “Opioid Funds” means the monetary amounts obtained through a Settlement as defined in this MOA, but does not include any separate fund or other device described in Section V of this MOA for the payment of any attorneys’ fees and expenses incurred in litigating against any Pharmaceutical Supply Chain Participant. Also not included are any funds made available in a National Settlement Agreement or any Bankruptcy Resolution for the reimbursement of the United States Government.**
- F. “Participating Local Governments” means all counties, cities, and towns within the geographic boundaries of the State of Wyoming that have signed this MOA. The Participating Local Governments may be referred to separately in this MOA as “Participating Count(ies)” and “Participating Cit(ies).”**
- G. “Parties” means the State of Wyoming and all Participating Local Governments.**
- H. “Pharmaceutical Supply Chain” means the process and channels through which opioids or opioid products are manufactured, marketed, promoted, distributed, or dispensed.**

- I. "Pharmaceutical Supply Chain Participant" means any entity that engages in or has engaged in the manufacturing, marketing, promotion, distribution, or dispensing of opioids.
- J. "Settlement" means the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and the Participating Local Governments, specifically including the National Settlement Agreements involving Allergan, Teva, CVS, Walgreens, and Walmart, as well as, any and all future settling Pharmaceutical Supply Chain Participants.
- K. "State-Subdivision Agreement" takes the meaning set out in the above recitals.
- L. "Statewide Share" takes the meaning set out in Section II of this MOA.
- M. "The State" means the State of Wyoming acting by and through its Attorney General.

II. Allocation of Opioid Funds

- A. All Opioid Funds will be divided proportionally with 35% allocated to the State (Statewide Share) and 65% allocated to the Participating Local Governments (Localized Share) with the sole exception as to the Teva Settlement Agreement. In only the Teva Settlement Agreement, Opioid Funds will be divided proportionally with 25% allocated to the State (Statewide Share) and 75% allocated to the Participating Local Governments (Localized Share).
- B. The Localized Share will be allocated to the Participating Local Governments in the proportions set out in Exhibit B, attached hereto and incorporated herein by reference, which is based upon the opioid negotiation class model developed in connection with *In re: Nat'l Prescription Opiate Litigation*, MDL 2804 (N.D. Ohio). The proportions set forth in Exhibit B provide payments to (1) all Wyoming counties, and (2) all Wyoming cities and towns with populations over 10,000 based on the United States Census Bureau's Vintage 2019 population totals.
- C. If a county or city listed on Exhibit B does not join this MOA, then that non-Participating Local Government's allocation of the Localized Share as identified in Exhibit B will be reallocated to the Localized Share to be distributed in accordance with the remaining proportions set for in Exhibit B.
- D. Any Participating Local Government allocated a share in Exhibit B may elect to direct its share of current or future annual distributions of Localized Share Funds to the Statewide Share.

III. Use of Opioid Funds

- A.** Regardless of allocation, all Opioid Funds must be used in a manner consistent with the Approved Uses definition, or a substantially similar definition memorialized in a subsequent Settlement that becomes an order of a court. No Opioid Funds will be used as restitution for past expenditures. Rather, Opioid Funds must be used in a present and forward-looking manner to actively abate and alleviate the impacts of the opioid crisis and co-occurring substance abuse in Wyoming. Compliance with these requirements will be verified through Section VI's reporting requirements.
- B.** The Statewide Share must be used only for (1) Approved Uses within the State of Wyoming or (2) grants for Approved Uses within the State of Wyoming. The State of Wyoming, Department of Health will serve as the lead agency responsible for distributing and using the Statewide Share in a manner that in its judgment will best address the opioid crisis within the State.
- C.** The Localized Share must be used only for (1) Approved Uses by Participating Local Governments or (2) grants for Approved Uses.
- D.** Each Participating County shall regularly consult with and receive input from its constituent cities and towns regarding effective distribution and use of the Localized Share Funds. Each Participating County shall make reasonable and good faith efforts to not only secure the collaboration of each of its constituent cities and towns, but also to use the Opioid Funds in a manner that benefits the residents of each constituent city and town, regardless of population.
- E.** Notwithstanding any term of this MOA, Participating Local Governments may collaborate with local governments both within and beyond their borders for the purpose of more effectively using Opioids Funds to abate the opioid crisis.

IV. Method of Distribution of Opioid Funds

- A.** Unless newly-enacted legislation or the terms of a Settlement that becomes an order of a court provides otherwise, the Statewide Share will be distributed to the Wyoming Department of Health through the Wyoming Attorney General acting as trustee, agent, or attorney-in-fact to hold and distribute such amount, under Wyo. Stat. Ann. § 9-1-639(a), exclusively for abating the opioid crisis throughout Wyoming.
- B.** Unless newly-enacted legislation or the terms of a Settlement that becomes an order of a court provides otherwise, the Localized Share will be distributed directly to each Participating Local Government in accordance with the terms of any Settlement. In the event that a Settlement does not provide for direct

distribution to a Participating Local Government, the Localized Share will be distributed to each Participating Local Government by the Wyoming Attorney General acting as trustee, agent, or attorney-in-fact to hold and distribute such amount, under Wyo. Stat. Ann. § 9-1-639(a), exclusively for abating the opioid crisis throughout Wyoming. If the Localized Share is to be distributed by the Wyoming Attorney General, each Participating Local Government shall designate a lead contact or agency for the purposes of receiving its portion of the Localized Share. This designation shall be made in writing to the Attorney General within a sufficiently reasonable time to allow orderly distribution of Opioid Funds.

V. Payment of Counsel and Expenses

- A.** The Parties anticipate that as part of the National Settlement Agreement or a Bankruptcy Resolution, the Pharmaceutical Supply Chain Participants or courts in *In re: Nat'l Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) will create common benefit funds or similar devices (i.e. contingency fee funds), to compensate attorneys for services rendered and expenses incurred in litigating against certain Pharmaceutical Supply Chain Participants. The State and any Participating Local Government may secure the payment of attorneys' fees—whether contingent, hourly, fixed, or otherwise—and expenses related to litigation against Pharmaceutical Supply Chain Participations from such separate funds.
- B.** The State of Wyoming will secure payment of its attorneys' fees and expenses related to litigation against the Pharmaceutical Supply Chain Participants from such separate funds. No attorneys' fees or expenses relating to the State of Wyoming's investigation and litigation of the Pharmaceutical Supply Chain Participants will be paid from the Statewide Share. Similarly, no attorneys' fees or expenses related to the representation of any Participating Local Government in litigation against any Pharmaceutical Supply Chain Participant will be paid from the Statewide Share. Rather, the Statewide Share will be used exclusively to abate and alleviate the opioid crisis consistent with the terms of this MOA.
- C.** In accordance with Judge Polster's August 6, 2021 Order in *In re: Nat'l Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio), contingency fee agreements related to litigation against any Pharmaceutical Supply Chain Participant entered into by a Participating Local Government are capped at a total of fifteen percent (15%) of the amount that will be received by the represented Participating Local Government. Counsel for any Participating Local Government is required to first seek payment of that fifteen percent

(15%) through such separate common benefit or contingency fee fund before seeking any additional payment. To the extent that counsel does not receive the full fifteen percent (15%) from any separately established common benefit or contingency fee fund, counsel may seek the difference from the represented Participating Local Government if authorized under their representation/contingency fee agreement with the Participating Local Government. In no event shall counsel be entitled to payment of fees in excess of fifteen percent (15%) of the amount actually received by the represented Participating Local Government.

VI. Compliance Certification and Reporting

- A.** The provisions of this Section VI will apply unless newly-enacted legislation or a subsequent Settlement that becomes an order of a court imposes superseding requirements.
- B.** Before receiving any disbursement under this MOA, each Participating Local Government must certify to the Attorney General that it will allocate and use Opioid Funds in accordance with this MOA on projects, programs, and strategies that constitute Approved Uses.
- C.** By January 31 of each calendar year, each Participating Local Government shall certify to the Attorney General that all Opioid Funds expended during the preceding calendar year were used in accordance with this MOA on projects, programs, and strategies that constitute Approved Uses. In submitting this certification, each Participating Local Government shall include a report detailing for the preceding calendar year: (1) the amount of the Localized Share received by the Participating Local Government; (2) the amount of Localized Share expended by the Participating Local Government—broken down by funded project, program, or strategy; and (3) the amount of any allocations awarded by the Participating Local Government—listing the recipients, amounts awarded, amounts disbursed, disbursement terms, and the projects, programs, or strategies funded. This report is only required if the Participating Local Government actually expended Opioid Funds during the preceding calendar year. Future Localized Share payments to a Participating Local Government that is delinquent in providing this certification and report shall be delayed until that Participating Local Government submits the required certification and report.
- D.** If a Participating Local Government uses Opioid Funds on non-Approved Uses, it shall have sixty (60) days after discovery of the expenditure to cure the unapproved expenditure through payment of such amount for opioid remediation activities through amendment or repayment.

- E.** If a Participating Local Government has used Opioid Funds for non-Approved Uses, and has not cured the unapproved use as allowed above, future Localized Share payments to that Participating Local Government shall be reduced by an amount equal to the inconsistent expenditures, and if the inconsistent expenditure is greater than the expected future stream of payments of the Participating Local Government, the Attorney General may initiate a process up to and including litigation to recover and redistribute the overage among eligible Participating Local Governments. Any recovery or redistribution shall be distributed consistent with Section II of this MOA. The Attorney General may recover from the Participating Local Government who failed to cure the unapproved use any litigation fees, costs, and expenses incurred to recover such funds.
- F.** By January 31 of each calendar year, the State shall publish online a report detailing for the preceding calendar year: (1) the amount of the Statewide Share received; (2) the amount of the Statewide Share expended by the Department of Health—broken down by funded strategy, project, or program; and (3) the amount of any grants awarded—listing the recipients, amounts awarded, amounts disbursed, disbursement terms, and programs, strategies, and projects funded.

VII. Effectiveness

- A.** This MOA shall become effective at the time a sufficient number of counties and municipalities within the geographic boundaries of the State of Wyoming have signed this MOA to qualify this MOA as a State-Subdivision Agreement under a National Settlement Agreement involving Allergan, Teva, CVS, Walgreens, or Walmart, as well as, any and all future settling Pharmaceutical Supply Chain Participants. If this MOA does not thereby qualify as a State-Subdivision Agreement, this MOA will have no effect.
- B.** This MOA is effective until one year after the last date on which any Participating Local Government spends Opioid Funds pursuant to Settlements.

VIII. Amendments

- A.** The Parties agree to make such amendments as necessary to implement the intent of this MOA or as are required by the final provisions of any National Settlement Agreement or Bankruptcy Resolution. The State will provide written notice of any necessary amendments to all the previously joining Parties. Any previously joining Party will have two-weeks after notice of the necessary amendments to withdraw from the MOA. The amendments will be effective to any Party that does not withdraw.

- B.** The Parties agree to engage in the amendment process above in good faith.

IX. General Provisions

- A.** The purposes of this MOA are to serve as a State-Subdivision Agreement under any Settlement or Bankruptcy Resolution and to permit the Parties to cooperate in resolving claims against Pharmaceutical Supply Chain Participants and to distribute any Opioid Funds in a manner that will effectively and meaningfully abate and alleviate the opioid crisis throughout Wyoming.
- B.** All Parties acknowledge and agree that any National Settlement Agreement will require Participating Local Governments to release its claims against relevant Pharmaceutical Supply Chain Participants to receive Opioid Funds. The Parties further acknowledge that a Participating Local Government will receive funds through this MOA only after complying with all requirements set out in a Settlement or Bankruptcy Resolution to release its claims.
- C.** The Parties acknowledge that this MOA is not a promise or representation from any Party that any Settlement or Bankruptcy Resolution will be finalized or executed.
- D.** Unless otherwise required by an applicable Settlement, the construction, interpretation, and enforcement of this MOA shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles, and the Courts of the State of Wyoming shall have jurisdiction over this MOA, with venue lying exclusively in Laramie County District Court.
- E.** If any clause, paragraph, or section of this MOA shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of the MOA and this MOA shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section, or other provision had not been contained herein.
- F.** The Parties acknowledge that this MOA does not excuse any requirements placed upon them by the terms of a Settlement or Bankruptcy Resolution, except to the extent those terms allow for a State-Subdivision Agreement to do so.
- G.** The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this MOA shall not be construed so as to create such status.
- H.** Titles of sections of this MOA are for reference only, and shall not be used to construe the language in this MOA.

- I. Nothing in this MOA shall be construed to affect or constrain the authority of the Parties under law.
- J. Except to enforce the terms of this MOA, the State of Wyoming and the participating Local Governments do not waive sovereign or governmental immunity by entering into this MOA and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOA.
- K. This MOA may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same MOA. Each person signing this MOA represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this MOA, and that all necessary approvals and conditions precedent to his or her execution have been satisfied.

IN WITNESS WHEREOF, the below undersigned agree to and enter into the above OneWyo II Opioid Settlement Memorandum of Agreement.

FOR THE STATE OF WYOMING


Bridget Hill

Attorney General
State of Wyoming

4/17/23
Date



Benjamin Peterson
Assistant Attorney General
State of Wyoming

4/18/23
Date

FOR THE PARTICIPATING LOCAL GOVERNMENTS



Name Pete Gosar, Chairperson
Title Albany County Commissioners
Albany County

04/19/2023
Date

Name
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Big Horn County

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Campbell County

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Carbon County

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Cheyenne

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Converse County

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FOR THE PARTICIPATING LOCAL GOVERNMENTS

Name
Title
Albany County

Date

Dave Neves

Name Dave Neves
Title acting chairman
Big Horn County

4-4-2023

Date

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Campbell County

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FOR THE PARTICIPATING LOCAL GOVERNMENTS

Name
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Albany County

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Big Horn County

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Name Nathan Henkes
Title County Prosecutor
Campbell County

4/11/23
Date

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Carbon County

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Cheyenne

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FOR THE PARTICIPATING LOCAL GOVERNMENTS

Name
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Albany County

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Big Horn County

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Campbell County

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Sue Jones
Name *Sue Jones*
Title *Chairman*
Carbon County

04/11/2023
Date

attest: Dwight Barker
Carbon County Clerk



Name
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Casper

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FOR THE PARTICIPATING LOCAL GOVERNMENTS

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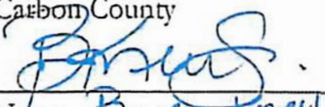
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Name Bruce Kneel
Title Mayor
Casper

4-11-23
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FOR THE PARTICIPATING LOCAL GOVERNMENTS

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DocuSigned by:


April 17, 2023

Name Patrick Collins
Title mayor
Cheyenne

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Converse County

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FOR THE PARTICIPATING LOCAL GOVERNMENTS

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Quentin Richardson
Name
Title COUNTY ATTORNEY
Converse County

4-20-23
Date



Mark M. Devish
Name: *Mark M. Devish*
Title: *Chairman*
Snake River County Commissioners

4/4/2023
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Name Amanda R. Kirby
Title City Attorney
Evanston

4/12/2023

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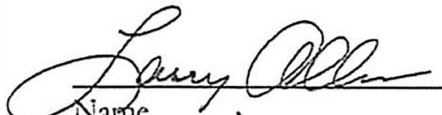
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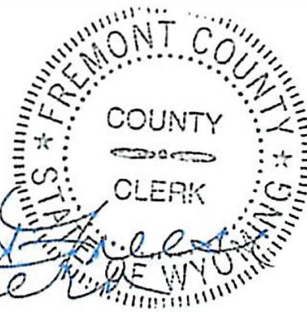
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Title *Chairman*
Fremont County



*4-6-2023*²³
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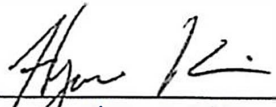
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Name Hyun Kim
Title City Administrator
Gillette

4/13/2023

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Mary B. Feagler
Name Mary B. Feagler
Title Goshen County Clerk
Goshen County

4-11-23
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Green River

4/5/23
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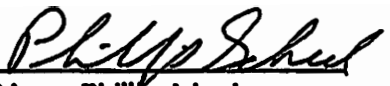
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Name: Phillip Scheel
Title: Vice Chairman, Board of County Commissioners
Hot Springs County

4/4/2023

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Hallie Morton Larson
Name *Hallie Morton Larson*
Title *Mayor*
Jackson

4/17/23
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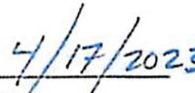
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Name Tucker Ruby
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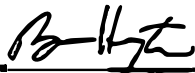
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Name Brian Harrington
Title Mayor
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Name Mark Voss
Title Laramie County Attorney
Laramie County

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Jerry Hansen

Name Jerry Hansen
Title Commission Chairman
Lincoln County

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Name : Steven Fred
Title Chairman, NC BOC
Natrona County

4/10/23
Date

APPROVED AS TO FORM FOR NATRONA CO.

Charmaine Reed, WB# 6-3172
Deputy Natrona Co. Attorney

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Patrick W. Webb

4-6-23

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attest: Becky L. Freeman 4-6-23
County Clerk



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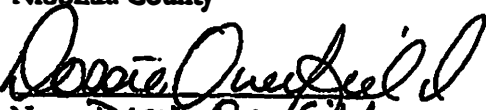
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x. 
Name Dossie Overfield
Title Commission Chairman
Park County

4/18/2023
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Steve Shockley
Name Steve Shockley
Title Chairman
Platte County



4/6/2023
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Name: Kyle J. Butterfield
Title: City Administrator
Riverton

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April 18, 2023
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Name Gordon Max Mickelson
Title Mayor of Rock Springs, WY
Rock Springs

4/11/23

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Name *Richard Bridges*
Title *Mayor*
Sheridan

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Name Christi Haswell
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Title Chairman of the Board of County Commissioners
Sublette County

4/4/2023

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Sweetwater County

Date *4/6/23*

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Luther Propst
Name **Luther Propst**
Title **Chair**
Teton County

4-11-2023
Date

/attest: Maureen Maples

OneWyo II Opioid Settlement Memorandum of Understanding

Page 13 of 23





Name Loretta Hovius
Title Uinta County Prosecuting Attorney
Uinta County

14 April 2023
Date

Name
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Washakie County


Date

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Weston County

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Uinta County

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Name Aaron Anderson
Title Chairman BOCC
Washakie County

7/4/2023

Date

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Weston County

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Uinta County

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Washakie County

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Ed Woa

Name
Title Chairman BOC
Weston County

4-4-2023

Date

Exhibit A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

1. Expanding availability of treatment, including Medication-Assisted Treatment (MAT), for OUD and any co-occurring substance use or mental health issues.
2. Supportive housing, all forms of FDA-approved MAT, counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it.
3. Treatment of mental health trauma issues that resulted from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking) and for family members (e.g., surviving family members after an overdose or overdose fatality).
4. Expand telehealth to increase access to OUD treatment, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
5. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
6. Scholarships for certified addiction counselors.
7. Clinicians to obtain training and a waiver under the federal Drug Addiction Treatment Act to prescribe MAT for OUD.
8. Training for health care providers, students, and other supporting professionals, such as peer recovery coaches/recovery outreach specialists, including but not limited to the following: Training relating to MAT and harm reduction.
9. Dissemination of accredited web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

10. Development and dissemination of new accredited curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service Medication-Assisted Treatment.
11. Development of National Treatment Availability Clearinghouse – Fund development of a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.
12. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD.
13. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-informed practices such as adequate methadone dosing.

B. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (INTERVENTION)

1. Ensuring that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on the late adolescence and young adulthood when transition from misuse to opioid disorder is most common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management and/or support services.
6. Support work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
7. Create school-based contacts who parents can engage with to seek immediate treatment services for their child.
8. Developing best practices on addressing OUD in the workplace.

9. State assistance programs for health care providers with OUD.
10. Engaging non-profits and faith community as a system to support outreach for treatment.

C. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

1. Address the needs of persons involved in the criminal justice system who have opioid use disorder (OUD) and any co-occurring substance use disorders or mental health (SUD/MH) issues.
2. Support pre-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH issues, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. "Naloxone Plus" strategies, which work to ensure that individuals who have received Naloxone to reverse the effects of an overdose are then linked to treatment programs;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model; or
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network.
3. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH issues to evidence-informed treatment, including MAT, and related services.
4. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH issues, but only if they provide referrals to evidence-informed treatment, including MAT.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH issues who are incarcerated, on probation, or on parole.
6. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate re-entry services to individuals with OUD and any co-occurring SUD/MH issues who are leaving jail or prison or who have recently left jail or prison.

7. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

D. ADDRESS THE NEEDS OF WOMEN WHO ARE OR MAY BECOME PREGNANT

1. Evidence-informed treatment, including MAT, recovery, and prevention services for pregnant women or women who could become pregnant and have OUD.
2. Training for obstetricians and other healthcare personnel that work with pregnant women and their families regarding OUD treatment.
3. Other measures to address Neonatal Abstinence Syndrome, including prevention, care for addiction and education programs.
4. Child and family supports for parenting women with OUD.
5. Enhanced family supports and child care services for parents receiving treatment for OUD.

E. SUPPORT PEOPLE IN TREATMENT AND RECOVERY AND REDUCE STIGMA

1. The full continuum of care of recovery services for OUD and any co-occurring substance use or mental health issues, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Identifying successful recovery programs such as physician, pilot, and college recovery programs, and providing support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
3. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
4. Community-wide stigma reduction regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
5. Engaging non-profits and faith community as a system to support family members in their efforts to manage the opioid user in the family.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE PROPER PRESCRIBING OF OPIOIDS

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing.
3. Continuing Medical Education (CME) on prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Development and implementation of a National Prescription Drug Monitoring Program – Fund development of a multistate/national prescription drug monitoring program (PDMP) that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to opioid use disorder (OUD).
 - b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database (DOT EMT overdose database).
6. Educating Dispensers on Appropriate Opioid Dispensing.

G. PREVENT MISUSE OF OPIOIDS

1. Corrective advertising/affirmative public education campaigns.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.

5. School-based programs that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, or training of coalitions in evidence-informed implementation.
7. School and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. Engaging non-profits and faith community as a system to support prevention.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

1. Increasing availability and distribution of naloxone and other drugs that treat overdoses to first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, and other members of the general public.
2. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
3. Developing data tracking software and applications for overdoses/naloxone revivals.
4. Public education relating to emergency responses to overdoses.
5. Public health entities provide free naloxone to anyone in the community.
6. Public education relating to immunity and Good Samaritan laws.
7. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
8. Syringe service programs, including supplies, staffing, space, peer support services, and the full range of harm reduction and treatment services provided by these programs.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

PART THREE: OTHER STRATEGIES

I. SERVICES FOR CHILDREN

1. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

J. FIRST RESPONDERS

1. Law Enforcement – Participating Local Governments may also use their share of funds for law enforcement expenditures relating to the opioid epidemic.
2. Educating first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Increase Electronic Prescribing to Prevent Diversion and Forgery.

K. LEADERSHIP, PLANNING AND COORDINATION

1. Community regional planning to identify goals for opioid reduction and support efforts or to identify areas and populations with the greatest needs for treatment intervention services.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

L. TRAINING

1. Funding for programs and services regarding staff training and networking to improve staff capability to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-systems coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD (e.g., health care, primary care, pharmacies, PDMPs, etc.).

M. RESEARCH

1. Funding opioid abatement research.
2. Research improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
3. Support research for novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
4. Support for innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research for swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research expanded modalities such as prescription methadone that can expand access to MAT.

Exhibit B

| Participating Local Government Allocation Proportions | |
|---|-------------------------------|
| Local Government | Percentage of Localized Share |
| Albany | 1.63% |
| Big Horn | 3.03% |
| Campbell County | 4.44% |
| Carbon County | 3.70% |
| Casper | 7.35% |
| Chapman | 1.23% |
| Converse County | 1.90% |
| Crook County | 0.54% |
| Evanston | 1.97% |
| Fremont County | 6.74% |
| Gillette | 1.74% |
| Goshen County | 1.64% |
| Green River | 0.61% |
| Hot Springs County | 0.86% |
| Jackson | 0.56% |
| Johnson County | 0.93% |
| Laramie | 3.42% |
| Laramie County | 15.59% |
| Lincoln County | 3.12% |
| Natrona County | 7.90% |
| Niobrara County | 0.15% |
| Park County | 5.80% |
| Platte County | 1.75% |
| Riverton | 1.27% |
| Rock Springs | 1.53% |
| Sheridan | 0.34% |
| Sheridan County | 3.91% |
| Sublette County | 0.71% |
| Sweetwater County | 7.64% |
| Teton County | 1.33% |
| Uinta County | 4.39% |
| Washakie County | 1.50% |
| Weston County | 0.78% |

Amendment One to the OneWyo Opioid Settlement

Memorandum of Agreement

- 1. Parties.** This Amendment is made and entered into by and between the State of Wyoming, through its Attorney General, and all Participating Local Governments.
- 2. Purpose of Amendment.** This Amendment shall constitute the first amendment to the OneWyo Opioid Settlement Memorandum of Agreement (MOA) between the Parties. The purpose of this Amendment is to modify the application of the MOA and to remove certain provisions.
- 3. Term of the Amendment.** This Amendment shall become effective fourteen (14) days after the Attorney General provides notice to the Participating Local Governments, and shall remain in full force and effect through the term of the MOA, as amended. As provided in Paragraph VIII.A. of the MOA, Participating Local Governments will have two weeks from the date of notice to withdraw from the MOA. This Amendment will be effective to any Party that does not withdraw.
- 4. Amendments.**
 - A.** In the preamble, the sixth (6th) "whereas" is amended to read:

"Whereas, specifically, Settlements with Janssen (Johnson & Johnson, or J&J), and McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen (Distributors) are in the form of a national resolution (National Settlement Agreement) and Wyoming's share of these Settlements will be maximized only if Wyoming's political subdivisions of a certain size participate in the National Settlement Agreement."
 - B.** In the preamble, the seventh (7th) "whereas" is amended to read:

"Whereas, the State and Participating Local Governments intend this agreement to facilitate their compliance with the terms of the National Settlement Agreements with Johnson & Johnson and the Distributors."
 - C.** In the preamble, the eighth (8th) "whereas" is amended to read:

"Whereas, the National Settlement Agreements with Johnson & Johnson and the Distributors provide a default allocation between each state and its political subdivisions unless they enter into a state-specific agreement regarding the distribution and use of payments (State-Subdivision Agreement)."
 - D.** In the preamble, the ninth (9th) "whereas" is amended to read:

"Whereas, the State and Participating Local Governments intend this agreement to serve as the State-Subdivision Agreement under the Johnson & Johnson and Distributor Settlements."

E. In the preamble, the final sentence is amended to read:

"Now, therefore, in consideration of the foregoing, the State and its Participating Local Governments, enter into this "OneWyo Opioid Settlement Memorandum of Agreement" (MOA) relating to the allocation and use of the proceeds of the Johnson & Johnson and Distributor Settlements and the Purdue Pharma L.P. Bankruptcy Resolution as described in this MOA."

F. Section I. J. is amended to read:

""Settlement" means the negotiated resolution of legal or equitable claims against Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson and a Bankruptcy Resolution concerning Purdue Pharma L.P."

G. Section V. C. is amended to read:

"In accordance with Judge Polster's August 6, 2021 Order in *In re: Nat'l Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio), contingency fee agreements related to litigation against any Pharmaceutical Supply Chain Participant entered into by a Participating Local Government are capped at a total of fifteen percent (15%) of the amount that will be received by the represented Participating Local Government. Counsel for any Participating Local Government is required to first seek payment of that fifteen percent (15%) through such separate common benefit or contingency fee fund before seeking any additional payment. To the extent that counsel does not receive the full fifteen percent (15%) from any separately established common benefit or contingency fee fund, they may seek the difference from the represented Participating Local Government. In no event shall counsel be entitled to payment of fees in excess of fifteen percent (15%) of the amount allocated to, and eventually received by, the represented Participating Local Government."

5. Special Provisions.


A. Same Terms and Conditions. With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original MOA, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

6. General Provisions.

A. Entirety of Agreement. The original MOA and Exhibits A and B, consisting of twenty-three (23) pages, and this Amendment One, consisting of three (3) pages, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

ISSUED THIS 2nd day of February, 2022.

FOR THE STATE OF WYOMING


Bridget Hill
Attorney General
State of Wyoming

**SUBRECIPIENT AGREEMENT FOR LARAMIE COUNTY OPIOID SETTLEMENT
FUNDS BETWEEN LARAMIE COUNTY AND RECOVER WYOMING.**

EXHIBIT B

ADDITIONAL PROVISIONS AND REQUIREMENTS

Subrecipient agrees to cooperate and comply at the request of County concerning any of the provisions and potential requirements (hereinafter "Requirements") in addition to those listed in the Subrecipient Agreement ("Agreement"). Please note that said Requirements are not exhaustive and may change upon reasonable notice from County.

1. **Compliance with Laws.** In the interpretation, execution, administration and enforcement of this Agreement, SUBRECIPIENT agrees to comply with all applicable state and federal laws, rules, and regulations, including but not limited to:
 - a. SUBRECIPIENT agrees to comply with all federal requirements governing Agreements that are applicable, including but not limited to 2 C.F.R. § 230; Cost Principles for Non-Profit Organizations; and OMB Circular A-133 Audits of State and Local Governments. The Single Audit Act of 1984, 31 U.S.C. §§ 7501-7 further defines auditing responsibilities and SUBRECIPIENT agrees to comply therewith.
 - b. SUBRECIPIENT further covenants that the Project will be conducted and administered in conformity with the Civil Rights Act of 1964, 42 U.S.C. § 2000 et seq. and the Fair Housing Act, 42 U.S.C. § 3601 et seq. and that it will affirmatively further fair housing.
 - c. SUBRECIPIENT shall comply with "Equal Opportunity in Federal Employment", Exec. Order No. 11, 246, 30 Fed. Reg. 12,319 (1965) as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967); as supplemented in the Department of Labor regulations, 41 C.F.R. § 60 (1998), the Civil Rights Act of 1964, 42 U.S. C. § 2000 et seq., the Wyoming Fair Employment Practices Act, Wyo. Stat. § 27-9-105 et seq., and any rules and regulations related thereto. SUBRECIPIENT shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., and any rules and regulations related thereto. SUBRECIPIENT shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin or disability in connection with the performance of this Agreement.

2. **Prohibition on Lobbying.** In accordance with P.L. 101-121, payments made from a federal funds shall not be utilized by the SUBRECIPIENT or its subcontractors in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement or loan.
3. **Suspension and Debarment.** By signing this agreement, SUBRECIPIENT certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this agreement suspended, debarred or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the disbarred vendors list. Further, SUBRECIPIENT agrees to notify agency by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this agreement.
4. **Federal Audit Requirements.** SUBRECIPIENT agrees that if it expends an aggregate amount of one million dollars (\$1,000,000) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. SUBRECIPIENT agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits and States, Local Governments, and Non-Profit Organizations. If findings are made which cover any part of this award, SUBRECIPIENT shall provide one copy of the audit report to COUNTY and require the release of the audit report by its auditor to be held until adjusting entries are disclosed and made to COUNTY records.

Recover Wyoming Laramie County Opioid Settlement Funds- Budget Proposal

TOTAL PROJECT BUDGET: **\$89,085.26**

Personnel - Each year accounts for a 3% salary increase

| Position Title | Full-Time Equivalent (FTE) | Percentage of Time | Base Salary | Year 1 | Year 2 | Year 3 |
|------------------------------------|----------------------------|--------------------|-------------|--------------------|--------------------|--------------------|
| Certified Peer Specialist | 0.5 | 100.00% | \$21,840 | \$21,840.00 | \$22,495.20 | \$23,170.06 |
| | | | | \$0.00 | \$0.00 | \$0.00 |
| | | | | \$0.00 | \$0.00 | \$0.00 |
| Direct Personnel Cost Total | | | | \$21,840.00 | \$22,495.20 | \$23,170.06 |

Certified Peer Specialist will provide direct peer-based recovery support services to clients with a history of opioid use/misuse. Recovery support services will be offered by the Peer Specialist free of charge. Grant funds will directly support staff salary. Peer Specialist must hold current certification through the International Certification & Reciprocity Consortium (IC&RC).

Fringe Benefits - These are calculated at 23.85% - feel free to adjust the percentage

| Position Title | Full-Time Equivalent (FTE) | Percentage of Fringe | Base Fringe Benefit | Year 1 | Year 2 | Year 3 |
|--|----------------------------|----------------------|---------------------|-------------------|-------------------|-------------------|
| Certified Peer Specialist | 0.5 | 100.00% | \$5,209 | \$5,208.84 | \$5,365.11 | \$5,526.06 |
| | | | \$0 | \$0.00 | \$0.00 | \$0.00 |
| | | | \$0 | \$0.00 | \$0.00 | \$0.00 |
| Fringe for Direct Personnel Costs | | | | \$5,208.84 | \$5,365.11 | \$5,526.06 |

Please provide any additional comments about benefits here

Benefits include paid time off (vacation & sick leave), and group dental/vision insurance through Blue Cross Blue Shield of Wyoming, medical benefits coverage not included.

Travel:

| Purpose of Travel | Location | | Rate | Year 1 | Year 2 | Year 3 |
|--|----------------|----------------|----------------------|-----------------|-----------------|-----------------|
| Travel to meet clients/program participants in the community as needed | Laramie County | 25 miles/month | IRS Mileage rate \$0 | \$210.00 | \$210.00 | \$210.00 |
| | | | | | | |
| Direct Travel Cost Total | | | | \$210.00 | \$210.00 | \$210.00 |

Peer based recovery support services may occur at a location outside of the Recovery Center to best meet the needs of the client/participant. Travel budget will offset transportation costs to meet clients in the community. There will be no client transportation allowed.

Equipment

| Equipment Description | Initial Costs | Cost Annually | Year 1 | Year 2 | Year 3 |
|---|---------------|---------------|-----------------|-----------------|-----------------|
| Company cell phone for Peer Specialist (phone, case, minutes) | \$200.00 | \$350 | \$550.00 | \$350.00 | \$350.00 |
| | | | | | |
| | | | | | |
| Direct Equipment Cost Total | | | \$550.00 | \$350.00 | \$350.00 |

Company cell phone will be purchased for Peer Specialist to maintain contact with clients/program participants. Year 1 costs will include initial purchase of prepaid cell phone, phone case, etc. Each year prepaid phone minutes will be purchased at the rate of \$350 annually. Organization will offset any costs exceeding this amount.

Supply

| Supply Description | Year 1 | Year 2 | Year 3 |
|---|-----------------|-----------------|-----------------|
| Office supplies- such as paper, printing, files, etc. | \$300.00 | \$300.00 | \$300.00 |
| | | | |
| | | | |
| | | | |
| Supply Cost Total | \$300.00 | \$300.00 | \$300.00 |

Supply costs will help to offset any expenses for office supplies needed to carry out the Peer Specialist role for promotion, assessments, case notes, etc.

Contractual Costs

| Partner | Contractual Expense | Year 1 | Year 2 | Year 3 |
|--|--|-----------------|-----------------|-----------------|
| Faces & Voices of Recovery- Recovery Data Platform | \$900 annually to maintain user access | \$900.00 | \$900.00 | \$900.00 |
| | | | | |
| | | | | |
| Total Contractual Costs | | \$900.00 | \$900.00 | \$900.00 |

The Recovery Data Platform (RDP) through Faces & Voices of Recovery, provides a secure portal for recording client/program participant data, entering assessment data such as the BARC-10 (Brief Assessment of Recovery Capital), and tracking client outcomes. It provides reporting tools and formalizes data collection for peer support interactions.

Other Costs

| Other Cost Description | Year 1 | Year 2 | Year 3 |
|-------------------------------|---------------|---------------|---------------|
| N/A | \$0.00 | \$0.00 | \$0.00 |
| | | | |
| | | | |
| Total Other Costs | \$0.00 | \$0.00 | \$0.00 |

Any other costs related to this program/service will be offset by Recover Wyoming General Funds.

Total Direct

| Charges | Year 1 | Year 2 | Year 3 |
|----------------|---------------|---------------|---------------|
|----------------|---------------|---------------|---------------|

| | | | | | | |
|-----------------------------|--|--|--|--------------------|--------------------|--------------------|
| Personnel (salaries) | | | | \$21,840.00 | \$22,495.20 | \$23,170.06 |
| Fringe Benefits | | | | \$5,208.84 | \$5,365.11 | \$5,526.06 |
| Travel | | | | \$210.00 | \$210.00 | \$210.00 |
| Equipment | | | | \$550.00 | \$350.00 | \$350.00 |
| Supplies | | | | \$300.00 | \$300.00 | \$300.00 |
| Contractual | | | | \$900.00 | \$900.00 | \$900.00 |
| Other | | | | \$0.00 | \$0.00 | \$0.00 |
| Total Direct Costs | | | | \$29,008.84 | \$29,620.31 | \$30,456.11 |
| | | | | | | |
| Total Budget Request | | | | | | |
| | | | | | | \$89,085.26 |

Opioid Settlement Funds Quarterly Report Recover Wyoming

Quarterly reports are due (January 15, April 15, July 15, and October 15) and the final report is due June 30, 2028

1. Describe activities undertaken during the reporting period?
2. What were your expenditures for the reporting period?
3. Please describe the impact the project is having on your agency in terms of clients served, deliverables and community partnerships.
4. Please describe any challenges.
5. Can the opioid committee assist with any questions?
6. Are there any highlights that you would like to share?
7. Number of referrals received and provided during the quarter.
8. Number of assessments conducted.
9. Number of MAT services provided.
10. Number of Peer Support Sessions.
11. Number of Support groups/peer led meetings.
12. Number of individualized recovery plans.
13. Number of Trainings Provided to client, families or public?
14. How many people were trained to be peer specialists?
15. Number of 30-day follow-ups
 - a. Number of 60-day follow-ups
 - b. Number of 90-day follow-ups