

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

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Department of Health, Behavioral Health Division (Agency), whose address is: 6101 Yellowstone Road, Suite 220, Cheyenne, Wyoming 82002 and Laramie County Commissioners as Governing Body for the Laramie County DUI Court (Contractor), whose address is: 309 West 20th, Cheyenne, Wyoming 82001. This Amendment pertains to the Mental Health and Substance Abuse Services section of the Agency.

2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Contract between the Agency and the Contractor. The purpose of this Amendment is to amend the responsibilities of the Contractor.

The original Contract, dated June 27, 2019, required the Contractor to provide substance abuse treatment services, as a sentencing alternative, in accordance with the Court Supervised Treatment Programs Act, Wyo. Stat. §§ 7-13-1601 through 1616, including all current state rules and regulations, C.F.R. 42, and Agency policies and procedures, which are incorporated into this Contract by this reference for a total Contract amount of two hundred sixty-nine thousand, eight hundred eighty-one dollars and eight cents (\$269,881.08) with an expiration date of June 30, 2020.

3. **Term of the Amendment.** This Amendment shall commence on the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of the Contract, as amended, unless terminated at an earlier date pursuant to the provisions of the Contract, or pursuant to federal or state statute, rule, or regulation.

4. **Amended Responsibilities of the Contractor.** Responsibilities of the Contractor are hereby amended as follows:

- A. Section 5 of the original Contract is hereby amended to add Subsection B, which reads as follows:

"B. Comply with Attachment D, Business Associate Agreement, which is incorporated into this Contract by this reference."

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the Effective Date of this Amendment, Attachment A, Statement of Work, which was attached to the original Contract, is superseded and replaced by Attachment A1, Revised Statement of Work, which is attached to this Amendment and incorporated into the original Contract by this reference.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

5. **Amended Responsibilities of the Agency.** Responsibilities of the Agency have not changed.
6. **Special Provisions.**
- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Contract, and any previous amendments, between the Agency and the Contractor, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
- B. **Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Contractor of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.
7. **General Provisions.**
- A. **Entirety of Contract.** The original Contract, consisting of eight (8) pages; Attachment A, Statement of Work, consisting of four (4) pages; Attachment B, Invoice, consisting of one (1) page; Attachment C, Court Supervised Treatment Guidelines, consisting of fifteen (15) pages; this Amendment One, consisting of three (3) pages; Attachment A1, Revised Statement of Work, consisting of four (4) pages; and Attachment D, Business Associate Agreement, consisting of six (6) pages, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of the original Contract and the language of any attachment or document incorporated by reference, the language of the original Contract shall control, with the exception of that contained in Attachment D, Business Associate Agreement.

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

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

AGENCY:

WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION

Michael A. Ceballos, Director

Date

Heather Babbitt, M.P.A., Interim Senior Administrator

Date

CONTRACTOR:

**LARAMIE COUTNY COMMISSIONERS AS GOVERNING BODY FOR THE LARAMIE
COUNTY DUI COURT**

Signature

Date

Printed Name and Title

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM:

Bobbi K. Owen, Assistant Attorney General

Date

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





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



Michael A. Ceballos
Director

Mark Gordon
Governor

Director Contract Memorandum

Date: May 21, 2019

To: Michael A. Ceballos, Director
Wyoming Department of Health

From: Nicole Gilbert, Court Supervised Treatment Unit Manager
Behavioral Health Division

Subject: Provider, Laramie County Commissioners as Governing Body for the Laramie County DUI Court; \$269,881.08

Funding Source (Phase): OT600DC, OTURIN

Ref.: NG-2019-034

Priority: Normal.

Purpose: The Wyoming Department of Health, Behavioral Health Division (Agency) is requesting a 600 series contract with Laramie County Commissioners as Governing Body for the Laramie County DUI Court. The purpose of this Contract is to provide judicial system sentencing alternatives to individuals diagnosed with substance abuse and addiction in Laramie County.

Justification: The Court Supervised Treatment Program Act, Wyo. Stat. § 7-13-1601, and Wyo. Stat. § 7-13-1605 show that a Court Supervised Treatment (CST) Program interest bearing account will be set up for all funds for CST Programs, known as Fund 558. Funds within the account are expended by the Division for the purposes set out in the Court Supervised Treatment Program Act and upon legislative appropriation. The contract also includes \$7,950.60 to be used for drug testing supplies and testing services.

Attachments: Attachment A – Statement of Work
Attachment B – QSO
Attachment C – Invoice
Attachment D – Court Supervised Treatment Guidelines
Original Contract

c: Chris Newman, M.H.A., Senior Administrator, Behavioral Health Division

Wyom Department of Health Fiscal vices
Contract (600 Series) Required Submission Form

FOR CONTRACT WITH: Laramie County

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

Division:	MHSA	Program:	CST	Fiscal manager & Phone #	Kirsten Anderson 777-8777	Fiscal Approval. KDA	Mgnr
Grant(s):	Yes___ No_X__	Grant Period(s):		Contract Term:	7/1/19 - 6/30/20	Date:	3/21/19

Current BFY	Source of Funds	Phase	Current Budget	Encumbrances Expenditures Date	+ to	Funding Contract	for	Unobligated Funds
19	OF	OT600DC	\$ 3,225,000.00	\$ 1,382,216.76		\$ 261,930.48		\$ 1,580,852.76
19	OF	OTUrin	\$ 92,000.00	\$ 38,049.30		\$ 7,950.60		\$ 46,000.10
19	OF	OTCARF	\$ 48,750.00	\$ 15,000.00		\$ -		\$ 33,750.00
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
Totals			\$ 3,365,750.00	\$ 1,435,266.06		\$ 269,881.08		\$ 1,660,602.86

Attached is the following type of 600 Series Contract:

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

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

GRANT AWARD CONTRACTS MUST CONTAIN THE FOLLOWING INFORMATION:

Award Amount: \$-----
 Federal Share: \$-----
 Matching Amount: \$-----
 Award Period: _____
 CFDA #: _____
 Project ID: _____

*** Please contact Jill Reinking, Contract Manager (777-8028) for questions regarding specific language and provisions required.**

WOLFS-GAEc

(600 Series Encumbrance) Revised 11/2018

BFY**20****Date****Accounting Use Only**

Entered by: _____

Approved by: _____

Date Approved: _____

Type	Agency	ID Number
GAE	048	MHSA

Vendor Number	Vendor Name		Encumbrance Total
VC0000003771	Laramie County DUI Court		
Street Address:	309 W 20th St	Cobblestone #	0
City/State/Zip	Cheyenne WY 82001	Contract Term	7/1/19-6/30/20
Resp Party/ Ext		Contract Total	\$269,881.08

OBJ	0626	SUB OBJ	01
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ACCOUNTING LINE:

Line	Description	Amount	Fund	Unit	Appr	Function	Program	Phase/PPC
1	Laramie DUI CST	\$261,930.48	558	2503	558	0	OT600DC	SFY20
2	Laramie DUI UA	\$7,950.60	558	2503	558	0	OTURIN	SFY20
3		\$0.00	000	0000	000	0	0	0
4		\$0.00	000	0000	000	0	0	0
5		\$0.00	000	0000	000	0	0	0
6		\$0.00	000	0000	000	0	0	0
7		\$0.00	000	0000	000	0	0	0
8		\$0.00	000	0000	000	0	0	0
9		\$0.00	000	0000	000	0	0	0
TOTAL		\$269,881.08				Additional Coding Pages Attached		

**PROGRAM MGR
APPROVAL:** _____

FISCAL MGR APPROVAL: _____

Revised Statement of Work (SOW)
Wyoming Department of Health, Behavioral Health Division (Agency)
Services to be provided by Laramie County Commissioners as Governing Body for the Laramie
County DUI Court (Contractor)
For services to be provided from July 1, 2019 through June 30, 2020

I. Purpose

The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall provide substance abuse treatment services, as a sentencing alternative, in accordance with the Court Supervised Treatment (CST) Program Act, Wyo. Stat. §§ 7-13-1601 through 1616, including all current state rules and regulations, C.F.R. Title 42, and Agency policies and procedures.

II. Definitions

- A. **Ancillary Services** - any service provided to the participant not directly related to substance abuse treatment
- B. **Participant Status** - status of the participant; i.e. pre-program, in-program, graduated, post-program, ineligible, suspended, terminated
- C. **Supervision Contacts** - any supervising individual; usually probation, parole, or monitoring agent; who has contact with the participant
- D. **Secondary Participants** - any relative who receives services of the CST Program in conjunction with the participant
- E. **LGLP** – means the Local Government Liability Pool
- F. **WARM** – means the Wyoming Association of Risk Management Insurance Pool

III. Scope of Work

- A. **Corrective Action Plans and Withholding of Funds**
 - 1. Failure to comply with this SOW may result in the Contractor submitting a Corrective Action Plan (CAP) to the Agency within a specified time period, determined by the Agency. Failure to implement the CAP may result in the withholding of funds or termination of this Contract.
 - 2. The Agency may withhold full or partial payment to the Contractor for failure to submit any required forms, reports, information, or deliverables required to be submitted or completed in this Contract, SOW, and Attachments.
 - a. Payment may be withheld until the Contractor:

- i. Submits the required reports, forms, and information;
- ii. Submits completed required reports, forms and information; or
- iii. Completes the requirements of this SOW

IV. Deliverables Table

TOTAL PAYMENT UNDER THIS CONTRACT NOT TO EXCEED TWO HUNDRED SIXTY-NINE THOUSAND, EIGHT HUNDRED EIGHTY-ONE DOLLARS AND EIGHT CENTS (\$269,881.08)

DELIVERABLE	TIMELINE
A. Maintain twenty-eight (28) average participants each quarter, as awarded by the funding panel and reported on the designated data system	Report is due by the last business day of the month following the reported quarter

DELIVERABLE	TIMELINE
B. Enter and maintain the integrity of data in the Agency designated data system including, but not limited to:	Report is due by the last business day of the month following the reported quarter
1. Participant statuses	
2. Number of screenings	
3. Demographic information	
4. Drug test quantities and results	
5. Days of sobriety	
6. Units and levels of treatment services	
7. Ancillary services	
8. Supervision contacts	
9. In-Program recidivism	
10. Post-Program recidivism	
11. Secondary participants	
12. Number of drug-free babies born in-Program	

DELIVERABLE	TIMELINE
C. Submit independent financial audit report from previous fiscal year	January 31, 2020

DELIVERABLE	TIMELINE
D. Submit letter verifying participation in the WARM or LGLP	October 1, 2019

DELIVERABLE	TIMELINE
E. Submit Worker's Compensation Certificate of Good Standing	October 1, 2019

Attachment A1
Revised Statement of Work

DELIVERABLE	TIMELINE
F. Submit Unemployment Certificate of Good Standing	October 1, 2019

DELIVERABLE	TIMELINE
G. Submit an itemized year-end financial statement for the entire Program. The statement shall be signed by the Contractor's fiscal agent and submitted to the Agency	August 30, 2019

DELIVERABLE	TIMELINE
H. Report to Agency CST Program staff, by email at cstprogram@wyo.gov, any sentinel event that has occurred regarding the Contractor's clients or staff. Sentinel events are those involving death or serious physical or psychological injury or risk thereof	Ongoing throughout Contract Term unless otherwise stated

DELIVERABLE	TIMELINE
I. Implement Program according to governing statutes, state rules and regulations, and state policies including, but not limited to the following:	Ongoing throughout Contract Term unless otherwise stated
1. Treatment contract requirements	
2. Drug testing requirements	
3. Monitoring requirements	
4. Utilizing match funds	

DELIVERABLE	TIMELINE
J. Maintain or exceed the following Program goals:	Ongoing throughout Contract Term unless otherwise stated
1. Fifty-nine percent (59%) or higher retention rate for participants	
2. Less than twelve percent (12%) in-Program recidivism	
3. Track post-Program recidivism for at least three (3) years for participants that have graduated or terminated from the Program	
4. One hundred percent (100%) compliance with a requirement for participants to have at least one hundred twenty (120) days of sobriety prior to graduation	

DELIVERABLE	TIMELINE
K. All members of the CST Program team and substance abuse contractors must meet training requirements as outlined in Attachment C, CST Program Guidelines, Key Component #9:	Ongoing throughout Contract Term unless otherwise stated
1. Submit verification of training hours for each team member	

DELIVERABLE	TIMELINE
L. National Accreditation	Ongoing throughout Contract Term unless otherwise stated
1. Ensure Substance Abuse Treatment Provider maintains appropriate national accreditation for substance use disorder services provided under this Contract	

Attachment A1
Revised Statement of Work

DELIVERABLE	TIMELINE
M. State Certification	
1. Ensure Substance Abuse Treatment Provider maintains appropriate state certification for substance use disorder services provided under this Contract	Ongoing throughout Contract Term unless otherwise stated
DELIVERABLE	TIMELINE
N. Implement CST Guidelines, outlined in Attachment C	July 31, 2019
1. Submit policies and procedures to the Agency showing alignment with Guidelines	
DELIVERABLE	TIMELINE
O. Budget	
1. Submit revised budget based on this Contract amount	July 31, 2019
2. Submit budget revision requests as necessary after revised budget has been submitted to the Agency	Ongoing throughout Contract Term unless otherwise stated
DELIVERABLE	TIMELINE
P. Coordinator's Meeting	
1. Contractor's Program coordinator shall attend annual Coordinator's meeting offered by the Agency	Date to be determined by Agency, notice will be provided thirty (30) days in advance
DELIVERABLE	TIMELINE
Q. Submit Attachment B, Invoice, and Supporting Expenditure documentation for payment	The 25 th business day of each month through Contract Term

V. Changes to SOW

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

In the event it is determined by the Agency that a change to the SOW is required, a contract amendment shall be made to this Contract in accordance with Section 7.A. of this Contract.

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

1. **Parties.** The parties to this Contract are Wyoming Department of Health, Behavioral Health Division (Agency), whose address is: 6101 Yellowstone Road, Suite 220, Cheyenne, Wyoming 82002, and Laramie County Commissioners as Governing Body for the Laramie County DUI Court (Contractor), whose address is: 309 West 20th, Cheyenne, Wyoming 82001. This Contract pertains to the Mental Health and Substance Abuse Services section of the Agency.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall provide substance abuse treatment services, as a sentencing alternative, in accordance with the Court Supervised Treatment Programs Act, Wyo. Stat. §§ 7-13-1601 through 1616, including all current state rules and regulations, C.F.R. 42, and Agency policies and procedures, which is incorporated into this Contract by this reference.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from July 1, 2019 or the Effective Date, whichever is later, through June 30, 2020. All services shall be completed during this term.
4. **Payment.**
 - A. The Agency agrees to pay the Contractor for the services described in Section 5 below and in Attachment A, Statement of Work, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed two hundred sixty-nine thousand, eight hundred eighty-one dollars and eight cents (\$269,881.08). Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.
 - B. No payment shall be made for work performed before the Effective Date of this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of Agency.
 - C. The total Contract amount in Section 4(A), above, includes two hundred sixty-one thousand, nine hundred thirty dollars and forty-eight cents (\$261,930.48) for services listed in Attachment A. Payment shall be made within forty-five (45)

days after submission of Attachment B, Invoice, which is attached to and incorporated into this Contract by this reference.

- D. The total Contract amount in Section 4(A), above, includes seven thousand, nine hundred fifty dollars and sixty cents (\$7,950.60) to be used for drug testing supplies and testing services. Payment shall be made within forty-five (45) days after submission of Attachment B, detailing purchase of drug testing supplies or testing services.
- E. Upon written notice of unusual circumstances from the Contractor that temporarily affect the Contractor's ability to fulfill the requirements of this Contract, the Agency may authorize payment if, in the sole judgement of the Agency, the circumstances warrant payment.
- F. Except as otherwise provided in this Contract, the Contractor shall pay all costs and expenses, including travel, incurred by Contractor or on its behalf in connection with Contractor's performance and compliance with all of Contractor's obligations under this Contract.

5. **Responsibilities of Contractor.** The Contractor agrees to:

- A. Provide the services, supports, reports, and data as described in Attachment A, Attachment B, and Attachment C, Court Supervised Treatment Guidelines, all of which are attached to and incorporated into this Contract by this reference.

6. **Responsibilities of Agency.** The Agency agrees to:

- A. Pay Contractor in accordance with Section 4 above.
- B. Consult with and advise the Contractor, as necessary, about the requirements of this Contract.
- C. Utilize data collected for reporting and decision-making.

7. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts

of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

C. Assignment Prohibited and Contract Shall Not be Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.

D. Audit and Access to Records. The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract.

The Contractor shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract. The Contractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.

E. Availability of Funds. Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

F. Award of Related Contracts. The Agency may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.

G. Compliance with Laws. The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.

H. Confidentiality of Information. All documents, data compilations, and reports owned by the Agency under the terms of this Contract shall be kept confidential by the Contractor unless written permission is granted by the Agency for its release. If Contractor receives a request for information owned by the Agency, Contractor shall notify the Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the

Agency. In all cases, Contractor shall ensure the confidentiality of information about clients by implementing the requirements of Chapter VI of Standards for the Operation of Community Mental Health and Substance Abuse Programs; ensure that all releases comply with 42 C.F.R. 2.31; and comply with the requirements of Wyo. Stat. § 7-13-1610.

- I. **Entirety of Contract.** This Contract, consisting of eight (8) pages; Attachment A, Statement of Work, consisting of four (4) pages; Attachment B, Invoice, consisting of one (1) page; and Attachment C, Court Supervised Treatment Guidelines, consisting of fifteen (15) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- J. **Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Contractor's profession.
- K. **Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.
- L. **Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. **Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. **Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as.

authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Contractor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Contract.

- O. Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.
- P. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- Q. Ownership and Return of Documents and Information.**
- (i) Agency is the official custodian and owns all documents, data compilations, and reports submitted to the data system designated by the Agency in Attachment A, in relation to the performance of this Contract. Upon termination of this Contract for any reason, Contractor agrees to submit a final report of all data not submitted to the data system, as designated by the Agency in Attachment A.
 - (ii) Contractor owns all information not explicitly stated in Attachment A that is collected and maintained for the purpose of providing services pursuant to Wyo. Stat. §§ 7-13-1601 through 1615.
 - (iii) Contractor agrees to submit information contained in the records designated by the Agency in Attachment A to the Agency as required by the reporting requirements of this Contract. Otherwise, the parties agree that Contractor remains solely responsible for the confidentiality, integrity, availability, maintenance, storage, and destruction of these records.
- R. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

- S. **Insurance Requirements.** Contractor is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in the WARM or LGLP to the Agency.
- T. **Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Contractor, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval from the Agency.
- U. **Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- V. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and the Contractor expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to agree to certain terms and conditions supplied by the Contractor, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Contract or any attachments or documents incorporated by reference will not be binding on the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- W. **Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- X. **Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated

by the Agency immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.

- Y. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- Z. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- AA. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- BB. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- CC. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

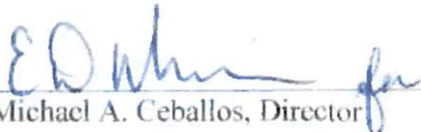
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9. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions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

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

AGENCY:

WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION


Michael A. Ceballos, Director

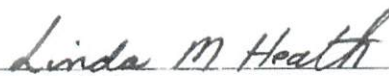
6-27-19
Date


Chris Newman, M.H.A., Senior Administrator

6-21-19
Date

CONTRACTOR:

**LARAMIE COUNTY COMMISSIONERS AS GOVERNING BODY FOR THE
LARAMIE COUNTY DUI COURT**

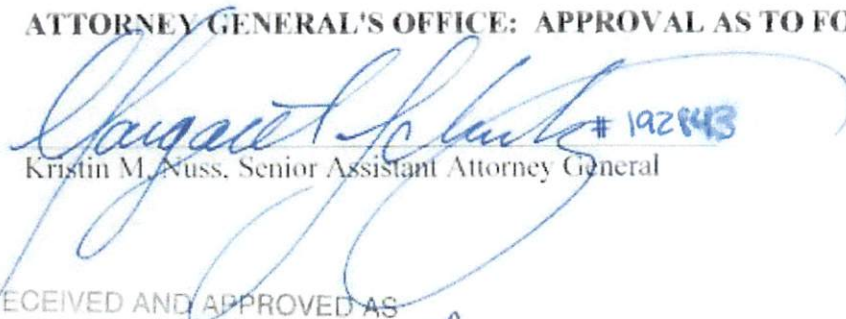

Signature

6/18/19
Date

Linda M Heath, Commissioner
Printed Name and Title

ATTESTED BY 

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM


for: Kristin M. Nuss, Senior Assistant Attorney General

5/20/19
Date

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

Attachment A
Statement of Work

Statement of Work (SOW)

Wyoming Department of Health, Behavioral Health Division (Agency)
Services to be provided by Laramie County Commissioners as Governing Body for the Laramie
County DUI Court (Contractor)
For services to be provided from July 1, 2019 through June 30, 2020

I. Purpose

The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall provide substance abuse treatment services, as a sentencing alternative, in accordance with the Court Supervised Treatment (CST) Program Act, Wyo. Stat. §§ 7-13-1601 through 1616, including all current state rules and regulations, C.F.R. Title 42, and Agency policies and procedures.

II. Definitions

- A. **Ancillary Services** - any service provided to the participant not directly related to substance abuse treatment
- B. **Participant Status** - status of the participant; i.e. pre-program, in-program, graduated, post-program, ineligible, suspended, terminated
- C. **Supervision Contacts** - any supervising individual; usually probation, parole, or monitoring agent; who has contact with the participant
- D. **Secondary Participants** - any relative who receives services of the CST Program in conjunction with the participant
- E. **LGLP** – means the Local Government Liability Pool
- F. **WARM** – means the Wyoming Association of Risk Management Insurance Pool

III. Scope of Work

- A. **Corrective Action Plans and Withholding of Funds**
 - 1. Failure to comply with this SOW may result in the Contractor submitting a Corrective Action Plan (CAP) to the Agency within a specified time period, determined by the Agency. Failure to implement the CAP may result in the withholding of funds or termination of this Contract.
 - 2. The Agency may withhold full or partial payment to the Contractor for failure to submit any required forms, reports, information, or deliverables required to be submitted or completed in this Contract, SOW, and Attachments.
 - a. Payment may be withheld until the Contractor:

Attachment A
Statement of Work

- i. Submits the required reports, forms, and information;
- ii. Submits completed required reports, forms and information; or
- iii. Completes the requirements of this SOW

IV. Deliverables Table

TOTAL PAYMENT UNDER THIS CONTRACT NOT TO EXCEED \$269,881.08.

DELIVERABLE	TIMELINE
A. Maintain TWENTY-EIGHT (28) average participants each quarter, as awarded by the funding panel and reported on the designated data system	Report is due by the last business day of the month following the reported quarter

DELIVERABLE	TIMELINE
B. Enter data into the Agency designated data system including, but not limited to:	Report is due by the last business day of the month following the reported quarter
1. Participant statuses	
2. Number of screenings	
3. Demographic information	
4. Drug test quantities and results	
5. Days of sobriety	
6. Units and levels of treatment services	
7. Ancillary services	
8. Supervision contacts	
9. In-Program recidivism	
10. Post-Program recidivism	
11. Secondary participants	
12. Number of drug-free babies born in-Program	

DELIVERABLE	TIMELINE
C. Submit independent financial audit report from previous fiscal year	January 31, 2020

DELIVERABLE	TIMELINE
D. Submit letter verifying participation in the WARM or LGLP	October 1, 2019

DELIVERABLE	TIMELINE
E. Submit Worker's Compensation Certificate of Good Standing	October 1, 2019

DELIVERABLE	TIMELINE
F. Submit Unemployment Certificate of Good Standing	October 1, 2019

Attachment A
Statement of Work

DELIVERABLE	TIMELINE
G. Submit an itemized year-end financial statement for the entire Program. The statement shall be signed by the Contractor's fiscal agent and submitted to the Agency	August 30, 2019

DELIVERABLE	TIMELINE
H. Report to Agency CST Program staff, by email at cstProgram@wyo.gov, any sentinel event that has occurred regarding the Contractor's clients or staff. Sentinel events are those involving death or serious physical or psychological injury or risk thereof	Ongoing throughout Contract Term unless otherwise stated

DELIVERABLE	TIMELINE
I. Implement Program according to governing statutes, state rules and regulations, and state policies including, but not limited to the following:	Ongoing throughout Contract Term unless otherwise stated
1. Treatment contract requirements	
2. Drug testing requirements	
3. Monitoring requirements	
4. Utilizing match funds	

DELIVERABLE	TIMELINE
J. Maintain or exceed the following Program goals:	Ongoing throughout Contract Term unless otherwise stated
1. Fifty-nine percent (59%) or higher retention rate for participants	
2. Less than twelve percent (12%) in-Program recidivism	
3. Track post-Program recidivism for at least three (3) years for participants that have graduated or terminated from the Program	
4. One hundred percent (100%) compliance with a requirement for participants to have at least one hundred twenty (120) days of sobriety prior to graduation	

DELIVERABLE	TIMELINE
K. All members of the CST Program team and substance abuse contractors must meet training requirements as outlined in Attachment C, CST Program Guidelines, Key Component #9:	Ongoing throughout Contract Term unless otherwise stated
1. Submit verification of training hours for each team member	

DELIVERABLE	TIMELINE
L. National Accreditation	Ongoing throughout Contract Term unless otherwise stated
1. Ensure Substance Abuse Treatment Provider maintain appropriate national accreditation for substance use disorder services provided under this Contract	

DELIVERABLE	TIMELINE
M. State Certification	

Attachment A
Statement of Work

1. Ensure Substance Abuse Treatment Provider maintains appropriate state certification for substance use disorder services provided under this Contract	Ongoing throughout Contract Term unless otherwise stated
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DELIVERABLE	TIMELINE
N. Implement CST Guidelines, outlined in Attachment C	July 31, 2019
1. Submit policies and procedures to the Agency showing alignment with Guidelines	

DELIVERABLE	TIMELINE
O. Budget	
1. Submit revised budget based on this Contract amount	July 31, 2019
2. Submit budget revision requests as necessary after revised budget has been submitted to the Agency	Ongoing throughout Contract Term unless otherwise stated

DELIVERABLE	TIMELINE
P. Coordinator's Meeting	
1. Contractors Program coordinator shall attend annual Coordinator's meeting offered by the Agency	Date to be determined by Agency, notice will be provided thirty (30) days in advance

DELIVERABLE	TIMELINE
Q. Submit Attachment B, Invoice, and Supporting Expenditure documentation for payment	The 25 th business day of each month through Contract Term

V. Changes to SOW

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

In the event it is determined by the Agency that a change to the SOW is required, a contract amendment shall be made to this Contract in accordance with Section 7.A. of this Contract.

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CST Program Annual Budget

FY20

Remit Payment To:

CST Program Name:	
CST Program Address:	
CST Program City, State, Zip:	
CST Program Contact:	
CST Program Contact Title:	
CST Program Email:	
CST Program Contact Phone:	
CST Program Contact Fax:	

FUNDING SOURCES and AMOUNTS	Requested State Funds	Local Funds	In-Kind	Federal Funds	Program Participant Fees	Other (City & County Funds or Other State Funds/Salaries)	Total Match and Other Funds Available to the CST Program
ADMINISTRATIVE		REQUIRED MATCH DOLLARS					
Salaries and Wages (Not including Treatment / Supervision)							\$0.00
Employee Benefits (Not including Treatment/Supervision)							\$0.00
Professional Services Fees (Please Specify)							\$0.00
Internet Service							\$0.00
Telephone/Cell Phone							\$0.00
Utilities							\$0.00
Vehicle Expenses/Maintenance							\$0.00
Office Supplies							\$0.00
Computer Hardware							\$0.00
Computer Software and/or Supplies							\$0.00
Photocopier							\$0.00
Postage							\$0.00
Advertising							\$0.00
Equipment Maintenance							\$0.00
Equipment Rental/Purchase							\$0.00
Office Space							\$0.00
Construction Costs							\$0.00
Grant Writing							\$0.00
Case Management System							\$0.00
Audit Costs							\$0.00
Professional Services Contract (Please Specify)							\$0.00
Program Evaluation							\$0.00
TRAVEL/TRAINING							
Travel In-State							\$0.00
Travel Out-of-State							\$0.00
Training Fees							\$0.00
Miscellaneous Meeting Expenses							\$0.00
Client Transportation							\$0.00
Community Training							\$0.00
TREATMENT/SUPERVISION							
Substance Abuse Treatment							\$0.00
Substance Abuse Treatment Salaries and Wages (if applicable)							\$0.00
Substance Abuse Treatment Employee Benefits (if applicable)							\$0.00
Mental Health and/or Other Counseling Services							\$0.00
Educational Program							\$0.00
Educational Materials							\$0.00
Drug Testing Supplies							\$0.00
Drug Testing (On-site and Confirmation)							\$0.00
Monitoring (Electronic)							\$0.00
Graduation and Incentives							\$0.00
Family Activities							\$0.00
National Accreditation Not in Contract							\$0.00
Other Program Materials							\$0.00
MISCELLANEOUS EXPENSES (Please Specify)							
A. Quality of Life Dollars							\$0.00
B. State Approved \$7500 for CARF							\$0.00
C. Contract Amount Drug Testing/Supplies	\$7,950.60						\$0.00
Line Totals	\$7,950.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Total State Funds Request	\$	7,950.60
TOTAL MATCH USED AGAINST GRANT	\$	

Total Budget	\$	7,950.60
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Attachment C
Court Supervised Treatment Guidelines

Wyoming Department of Health
Behavioral Health Division
Court Supervised Treatment Program Guidelines

Attachment C
Court Supervised Treatment Guidelines

Definitions

The following definitions shall apply in the interpretation and enforcement of these policies.

1 "Dangerous substances" is defined by Wyo. Stat. Ann. § 33-24-125.

2 "Diluted sample" means a urine sample where the creatinine value is below 20 mg/dl due to excessive fluid consumption.

3 "Participating Agencies" means agencies who provide members of the team as listed in WY Stat Ann. § 7-13-1609(a) and any other agency that augments Court Supervised Treatment (CST) Program services.

4 "Agency" means Wyoming Department of Health, Behavioral Health Division, CST Program

5 "Contractor" means Laramie County Commissioners as Governing Body for the Laramie County DUI Court

Key Component #1: Contractor will integrate alcohol and other drug treatment services with justice system case processing.

1-1: Contractor shall meet the minimum standards of the judicial branch listed in Wyo. Stat. Ann. §7-13-1604 and the Rules Governing Judicial Participation in CST programs, which require the cooperation and support of many other agencies and programs.

1-2: Contractor shall align with, and not contradict or supersede, generalized judicial statutes legislated and determined by the State. Contractor shall work cooperatively with local, traditional court systems to enhance appropriate referrals and to coordinate court schedules and hearings.

1-3: Participating agency staff designated to the Contractor shall be assigned based on personal interest in the CST Program, interpersonal skills, motivation, and professional abilities or licensure. Staff job descriptions shall include the CST Program role and responsibilities.

1-4: Contractor shall create clear job descriptions, including duties and expectations, for each member and role of the team. Job descriptions shall be reviewed annually and revised as necessary. Team members shall have access to all other members' job descriptions. Policies and procedures related to job duties shall be developed and reviewed annually. Contractor teams shall strive to maintain appropriate competencies in each team role. An example of possible competencies can be found in the "Core Competencies Guide Adult Drug Court Planning Initiative (DCPI) Trainings" produced by the National Drug Court Institute.

1-5: Participating agencies should make staff assignments to the CST Program for a minimum of two (2) years to ensure stability and continuity of day-to-day operations and to strengthen collaborative relationships between the key professionals.

1-6: Each team shall consist of the members listed in Wyo. Stat. Ann. § 7-13-1609(a).

1-7: Contractor shall adopt written policies and procedures for staff responsible for probation or surveillance duties. Nothing in this section, or in the Contractor's policies and procedures created

Attachment C
Court Supervised Treatment Guidelines

in response to this section, shall be construed to limit the statutorily allowed powers of certified officers who are fulfilling probation or surveillance duties on behalf of the CST Program.

1-8: The judicial branch and participating agencies should support the Contractor by making appropriate adjustments to internal policies, practices, and procedures to ensure successful day-to-day operation of the CST Program.

1-9: Contractor shall:

- a. Require agency-wide communication and cooperation among dedicated CST Program personnel, including treatment providers, in a timely manner.
- b. Cooperate with the collection and maintenance of statistical and evaluation information based on statewide standards.

1-10: The Contractor's team and board of directors, where a program has a board of directors, shall collaboratively develop, review, and agree upon all aspects of CST Program operations. The team shall create a written policy and procedures manual and review it annually. The policy and procedures manual shall be amended if necessary.

- a. Contractor will use validated, complete assessment tools to measure risk, needs, responsivity, and protective factors for each participant prior to Program entry.
- b. Contractor will provide, either in house or by contract, manualized treatment curriculums, with fidelity to the model, which are recognized as consistent with best practice standards. Programs are encouraged to add content to a manualized treatment curriculum to effect greater participant interest and engagement.
- c. Contractor shall avoid the interaction of participants with low and high-risk needs.
- d. Screening and assessment results shall be used for both CST Program eligibility and to determine level and type of care and supervision. Screening and diagnosis of clinical needs should take place prior to Program entry.

1-11: All CST Program team members shall attend and participate at each scheduled pre-court staff meeting and status hearing in accordance with WY Stat Ann. § 7-13-1609(b). At a minimum, pre-court staff meetings shall occur at the same frequency as, and in advance of, scheduled status hearings and the entire Program team shall be in attendance. The meetings should happen two (2) times per month, at a minimum.

1-12: Contractor shall not discriminate based on any individual's race, ethnicity, gender, gender identification, sexual orientation, sexual identity, physical or mental disability, religion, drug of choice, or socioeconomic status.

1-13: Contractor shall have a written consent or release of information form in accordance with Wyo. Stat. Ann. § 7-13-1607(c); participants provide voluntary and informed consent about what information will be shared between team members. Participants shall be informed of any exceptions, including mandatory reporting of explicit safety concerns or as specified by law.

1-14: Contractor shall follow all confidentiality laws and practices. (See, Public Health Service Act, 42 U.S.C. 290dd-2 and 290ee-3; and federal regulations at 42 C.F.R. Part 2). CST Program

Attachment C
Court Supervised Treatment Guidelines

information and records shall remain confidential, except as authorized for disclosure under these standards and as allowed for in law, as authorized for the purposes of research or evaluation. The CST Program Judge, in conjunction with the CST Program Manager, shall supervise the application of confidentiality laws and standards in the CST Program.

1-15: Contractor shall receive training on federal and Wyoming confidentiality requirements, to include Wyo. Stat. Ann. § 7-13-1610 and Wyo. Stat. Ann. § 35-2-606, and how they affect CST Program practitioners and contractors.

1-16: Contractor shall collect, enter, and maintain any statistical information or data required by the State or as directed by the Contract.

Key Component #2: Using a non-adversarial approach, prosecution and defense counsel promote public safety while protecting participants' due process rights.

2-1: A prosecutor (District Attorney) and a defense counsel shall be assigned as members of the CST Program team and shall participate in the design, implementation, and operations of the CST Program.

2-2: The prosecutor and defense counsel shall work to create a sense of stability, cooperation, and collaboration in pursuit of the Contractor's goals. The pursuit of justice, as well as the preservation of the constitutional rights of CST Program participants, shall be ensured by both attorneys.

2-3: The prosecutor and defense counsel shall consistently attend team meetings (pre-court staff meetings and status hearings).

2-4: The prosecutor shall assist in determining whether a defendant is eligible for entry to the CST Program; agree that a positive drug test or open court admission of drug use should not result in the filing of additional drug charges; and work collaboratively with the team to decide on a team response to participant behavior including incentives, sanctions, or when termination from the CST Program is warranted.

2-5: The CST Program participant's defense counsel shall review the police reports, arrest warrant, charging document, all CST Program documents, and other relevant information; advise the defendant as to the nature and purpose of the CST Program, the rules governing participation, the merits of the CST Program, the consequences of failing to abide by the CST Program rules, and how participation or non-participation will affect his interests; provide a list of and explain all of the rights the defendant will temporarily or permanently relinquish; and advise the defendant on alternative options. The defendant's defense counsel shall explain that the prosecution has agreed that a positive drug test or admission to drug use in open court should not lead to additional charges; encourage truthfulness with the judge and treatment staff; and inform the defendant they will be expected to take an active role in status hearings, including speaking directly to the judge as opposed to doing so through an attorney. The CST Program defense counsel shall work collaboratively with the team to decide on team response to participant behavior including incentives, sanctions, and when or whether termination from the CST Program is warranted.

Attachment C
Court Supervised Treatment Guidelines

2-6: Both the prosecution and the defense attorney shall perform their tasks as part of the CST Program eligibility and admission process as swiftly as possible, including working with stakeholders in the legal system to shorten the time to entry into the CST Program.

Key Component #3: Eligible participants are identified early and promptly placed into the CST Program.

3-1: Consideration for admission to the CST Program shall be limited to potential participants who meet the criteria established under Wyo. Stat. Ann. § 7-13-1607(a) & (b).

3-2: Participant eligibility requirements and intake and referral standards shall be defined objectively, agreed upon by all members of the Contractor team, included in writing as part of the Contractor's policies and procedures, and communicated to potential referral sources and shall meet the requirements established under Wyo. Stat. Ann. § 7-13-1607(c).

3-3: Contractor will monitor and address, if identified, whether equivalent access and retention is available to individuals who have historically experienced sustained or reduced social opportunities because of their race, ethnicity, gender, sexual orientation, sexual identification, physical or mental disability, religion, or socioeconomic status and ensure that those individuals receive the same opportunities as other individuals to participate and succeed in the CST Program.

3-4: Contractor shall target individuals classified as high risk and high need with alternate tracks for other risks and needs.

3-5: Assessment for substance use disorder and other treatment needs shall be conducted by a treatment staff member(s) licensed or certified through the Wyoming Mental Health Professionals Licensing Board.

3-6: The Contractor shall use validated clinical assessments for service planning and to address treatment and complementary service needs.

3-7: Participants shall be screened for CST Program eligibility as soon as possible by designated members of the Contractor's team, as identified by Contractor's policies and procedures. Contractor shall have participants begin the Program as soon as possible.

3-8: Participants considered for the CST Program shall be promptly advised about the Program, including the requirements, scope, and potential benefits and effects on their case.

3-9: Contractor shall accept individuals with serious mental health disorders, co-occurring disorders, and medical conditions. Exclusion of a person with serious mental health disorders, co-occurring disorders, and medical conditions shall be documented with sound reasoning, which shall not conflict with the American Disabilities Act or the Olmstead decision (119 S.Ct. 2176).

3-10: Contractor shall maintain an appropriate caseload based on the capacity to effectively serve all participants in compliance with these standards.

Attachment C
Court Supervised Treatment Guidelines

3-11: All participants shall receive a participant handbook upon accepting the terms of participation and entering the CST Program. Receipt of the participant handbook shall be acknowledged through a signed form and documented in the Contractor's file.

Key Component #4: Contractor provides access to a continuum of alcohol, drug, and other related treatment and rehabilitation services.

4-1: CST Program participants shall be required to participate in a comprehensive and integrated program of alcohol, drug, and other related treatment and rehabilitation services and recovery services, based on individual participant need as approved by the Contractor.

4-2: The primary goal of the CST Program shall be abstinence from alcohol, drugs, and other dangerous substances and developing a life of recovery, consistent with the judicial requirements of the Program and Wyo. Stat Ann. § 7-13-1603(b).

4-3: Contractor services shall be provided in a gender appropriate, culturally competent, and trauma informed manner.

4-4: A single State certified treatment agency shall provide the primary treatment services and should communicate with the treatment providers who work with participants from other agencies in order to assure participant needs are being appropriately addressed.

4-5: Contractor shall offer a comprehensive range of treatment and recovery services based on individual client needs. The standards for the treatment program for a CST Program shall be in accordance with State statutes and the Rules and Regulations of the Agency's Mental Health and Substance Abuse Services Section. Overall duration and amount of treatment and recovery services for participants shall be based on the individual's American Society of Addiction Medicine (ASAM) placement criteria and on the individual's risk and needs determined by validated standardized assessments.

4-6: Contractor shall offer to, or facilitate the referral of, a participant to the following treatment modalities and components, as needed:

- a. The modalities and components listed in the Rules and Regulations of the Agency's Mental Health and Substance Abuse Services Section.
- b. Trauma informed care.
- c. Stable living: housing, education, and employment needs.
- d. Hepatitis, HIV, and sexually transmitted disease education, testing, and counseling.
- e. Treatment of mental illness.
- f. Criminal thinking programming.

4-7: The Contractor's treatment providers shall incorporate services and training consistent with the CST Program model and treatment best practices for all staff who work with CST participants.

Attachment C
Court Supervised Treatment Guidelines

4-8: When a Contractor has a waiting list, the Contractor shall implement treatment readiness programs for participants who are on the Program waiting list.

4-9: Contractor shall incorporate a court based phase or level system based upon risk and need levels. Individuals with different risk and need levels may attend the same group therapies but shall have differing supervision levels according to risk and need levels.

4-10: Contractor shall use standardized, manualized, behavioral or cognitive-behavioral, evidence-based treatment programming, implemented with fidelity, to ensure quality and effectiveness of services and to guide practice.

4-11: Participants shall not be incarcerated to achieve clinical or social service objectives. The Contractor's team shall only recommend incarceration consistent with Wyo. Stat. Ann. §7-13-1608(b).

4-12: Advancement within, and graduation from, the CST Program shall be based upon the participant satisfying the established minimum criteria.

4-13: Successful discharge or termination from the CST Program shall occur with the final approval of the CST Program Judge, in collaboration with the Contractor's team, in accordance with Wyo. Stat. Ann. § 7-13-1608(c).

4-14: To ensure adequate client safety and care, the Contractor's treatment providers shall have a quality assurance program designed to evaluate the quality of care provided and promote efficient and effective services.

4-15: Contractor shall follow best practices regarding medication assisted treatment (MAT), including utilizing appropriately licensed medical professionals.

4-16 Participants shall attend self-help or peer support groups as indicated, based on treatment provider assessment and court approval.

4-17: Contractor's treatment providers shall comply with the Rules and Regulations of the Agency's Mental Health and Substance Abuse Services Section and any other applicable state and federal laws and shall provide services in accordance with the established scope of services and standards of the CST Program.

4-18: Alcohol and drug testing of participants shall be conducted in accordance with WY Stat Ann. § 7-13-1612.

4-19: Contractor's treatment provider shall designate a staff member(s) who is licensed or certified through the Wyoming Mental Health Professionals Licensing Board and who shall be present at all CST Program sessions to report on participants' progress, compliance, etc. The staff member shall be adequately aware of the participants' status to report accurately to the CST Program Judge.

4-20: Contractor's treatment provider shall provide reports, as defined in a memorandum of understanding (MOU), contract, or internal policy, of participants' assessments, attendance at treatment sessions, progress reports, and discharge summaries.

Attachment C
Court Supervised Treatment Guidelines

Key Component #5: Abstinence is monitored by frequent alcohol and other-drug testing.

5-1: Results of drug testing shall be used by Contractor to determine:

- a. If a participant is progressing satisfactorily.
- b. If a case plan needs modifying.
- c. Appropriate incentives or sanctions.
- d. Appropriate treatment level of care.
- e. Therapeutic adjustments.
- f. Whether a participant should be terminated or graduated from the CST program.

5-2: Evidence of a drug test result should not be used as evidence of a new crime or as the sole basis for probation violations.

5-3: Contractor shall adopt written policies and procedures documenting drug testing protocols and following the standards as described in these guidelines and the included Appendix A.

5-4: Contractor shall implement a standardized system in which participants will participate in drug testing. Testing shall be administered randomly and unpredictably in accordance with Wyo. Stat. Ann. § 7-13-1612. Testing shall occur on weekdays, weekends, and holidays. As treatment dosage and supervision is reduced, drug testing shall be maintained until the participant has shown significant progress in meeting target behaviors including relapse prevention skills.

5-5: Contractor shall utilize urinalysis as the primary method of drug testing; a variety of alternative methods may be used to supplement urinalysis including breath, blood, hair, and saliva testing, patch, and electronic monitoring. Contractor shall use scientifically valid and reliable testing procedures.

5-6: All urine test samples shall be examined for dilution and adulteration. In the event the participant provides a diluted, altered, or positive sample, or fails to submit a sample, this information shall be communicated with the Contractor's team immediately and shall be responded to as a participant falsehood or tampering with evidence.

Key Component #6: A coordinated strategy governs Contractor's response to participants' compliance

6-1: Contractor shall have a formal system of responses to participant behavior—including therapeutic adjustments, incentives, and sanctions—established in writing and included in the Contractor's policy and procedure manual in accordance with the Rules and Regulations of the Agency's Mental Health and Substance Abuse Services Section. The Contractor shall provide these guidelines to team members for use in pre-court staff meetings.

6-2: A therapeutic adjustment means an adjustment to a treatment plan where participants are compliant with treatment and supervision requirements, but are otherwise not responding to treatment interventions. In this case, the participant shall be reassessed and the treatment plan

Attachment C
Court Supervised Treatment Guidelines

adjusted accordingly. Only the treatment provider may recommend specific therapeutic adjustments to the judge. The CST Program Judge shall make the final decision regarding the incentive, sanction, or therapeutic adjustment.

6-3: Phase promotion shall be predicated on the achievement of realistic and defined behavioral objectives, such as completing a treatment regime and remaining drug and alcohol-abstinent for a specific period of time. Incentives and sanctions may change over time as participants advance through the phases of the Program. It is best practice to use a number of incentives equal to or greater than the number of sanctions.

6-4: Before entering the CST Program, participants shall be informed in writing and verbally about the types of incentives and sanctions used in the CST Program and the types of behaviors that result in a range of incentives, sanctions, and therapeutic adjustments. Participants shall not be provided with a "grid" that specifies a particular response for each type of behavior.

6-5: The formal system of responses to participant behavior shall be organized on a gradually escalating scale, offering a range of options, applied in a consistent and appropriate manner to match individual participant conduct, level of compliance, and risk and need level. The Contractor's team should consider proximal and distal goals in determining the appropriate response to participant behavior.

6-6: Incentives, sanctions, and therapeutic adjustments shall be tailored to the individual participant by obtaining information about the participant during the assessment process, through conversations in pre-court staff meetings, and with the participant in court and case management meetings.

6-7: Information regarding incidents of participant noncompliance shall be communicated as soon as possible, including between court staffings, to all members of the Contractor's team to coordinate an appropriate response to the noncompliance incident.

6-8: Responses to participant noncompliance shall come as close in time as possible to the targeted behavior.

6-9: Responses to behavior shall be certain, fair, and of the appropriate intensity. All responses shall focus on specific behaviors and be administered with a clear direction for the desired behavior change.

6-10: Consequences shall be imposed for the nonmedical use of intoxicating or addictive substances including alcohol, cannabis, prescription medications, and any other mood altering substance, regardless of the licit or illicit status of the substance. The Contractor's team relies on medical input, preferably from the participant's healthcare provider, to determine whether a prescription for an addictive or intoxicating substance is a medical necessity and whether non-addictive, non-intoxicating, and medically safe alternative treatments are available.

6-11: Therapeutic adjustments may be used when a participant is not responding to treatment interventions but is otherwise in compliance with CST Program requirements. Participants may be terminated from the CST Program in accordance with Wyo. Stat. Ann. § 7-13-1608(b) and(c). If a participant is terminated from the CST Program because adequate treatment is not available, that information shall be provided to the sentencing judge upon remand.

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Court Supervised Treatment Guidelines

6-12: Sanctions shall be implemented in a way for the participant to understand the consequence of noncompliance with the Contractor's rules without being viewed simply as punitive. Participants shall be told what behavior is expected of them and offered help to meet those expectations. Sanctions are delivered without expression of anger, ridicule, foul or abusive language, or shame.

6-13: The Contractor's team shall come to a mutual agreement on incentives, sanctions, and therapeutic adjustments to prevent conflict between team members. Staff meetings can help coordinate on the appropriateness of a sanction based on proximal and distal considerations.

6-14: Contractor may assess fees on a flat fee or sliding scale basis. Participants are encouraged to have paid all required program fees prior to graduation. Contractor must work with each participant to establish a payment plan and monitor payment progress to ensure lack of payment does not become a barrier to phase advancement or graduation.

6-15: Contractor shall assess, collect, and expend Program fees consistent with Wyo. Stat. Ann. §7-13-1605 (c) (ii) and the Rules and Regulations of the Agency's Mental Health and Substance Abuse Services Section. Fees may be expended to offset the costs of the CST Program.

6-16: Contractor must have a process to address inability to pay for participants to ensure equal access based upon socioeconomic status.

6-17: Contractor must use jail sanctions sparingly and with the intention of modifying participant behavior in a positive manner. Contractor shall follow state statutes governing the use of jail sanctions when using jail as a sanction in accordance with Wyo. Stat. Ann. §7-13-1608(b) and (c).

6-18: To graduate, participants must have steady employment, be enrolled in school, college, trade school, or engaged in some qualifying productive activity approved by the Contractor's team.

6-19: To graduate, participants must have a sober and sustainable housing environment that is conducive to recovery.

Key Component #7: Ongoing judicial interaction with each CST Program participant is essential

7-1: The focus and direction of the CST Program are provided through effective leadership of CST Program Judge, in partnership with the Contractor's team. The Judge is in a unique position to exert effective leadership in the promotion of coordinated drug control efforts. To encourage full commitment to the success of the CST Program, the Judge shall allow the Contractor's team to participate fully in the design and implementation of the CST Program. The Judge shall maintain a non-adversarial atmosphere in the CST Program. All staff must see their job as the facilitation of the participant's rehabilitation. The Judge is one of the key motivational factors for the participant to seek habilitation or rehabilitation. Less formal and more frequent court appearances must be scheduled to allow the Judge to motivate and monitor the participants.

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7-2: The referring judge can also serve as the CST Program Judge; it is not a conflict of interest in accordance with Wyo. Stat. Ann. § 7-13-1604(b). The CST Program Judge can be either the sitting judge from a traditional court or a magistrate.

7-3: The CST Program Judge and the Contractor's team should serve as supporters of the CST Program. They represent the CST Program in the community, before the federal, state, and local governments, criminal justice agencies, tribal entities, and other public forums.

7-4: The CST Program Judge should serve a term of at least two (2) years. Consistency of the Judge for participants correlates with better outcomes. Rotating or alternating judges should be avoided. The Contractor's team should include one primary judge and a second judge trained in the CST Program philosophy and protocols to cover any status hearings during the absence of the primary judge. It is recommended the second judge rotate through the CST Program for a term of at least two (2) years to ensure better outcomes.

7-5: The CST Program Judge shall be knowledgeable on the CST Program model, substance use disorders, treatment methods, recovery best practices, substance screening, trauma, and other related issues.

7-6: The CST Program Judge offers supportive comments to participants, stresses the importance of their commitment to treatment, other CST Program requirements, and expresses optimism about the participants' abilities to improve their health and behavior. The Judge shall not humiliate participants or subject them to foul or abusive language. The Judge allows participants a reasonable opportunity to explain their perspectives concerning factual controversies and the imposition of sanctions, incentives, and therapeutic adjustments.

7-7: The CST Program Judge shall conduct court in a way that all participants benefit by observation of others as they progress or fail to progress in the CST Program.

7-8: The CST Program Judge makes final decisions concerning the imposition of incentives or sanctions that affect a participant's legal status or liberty after taking into consideration the input of the Contractor's team members and discussing the matter in court with the participant or the participant's legal representative in accordance with Wyo. Stat. Ann. §7-13-1609. The Judge relies on the input of trained treatment professionals when imposing treatment-related conditions.

7-9: A regular schedule of status hearings shall be used to monitor participant progress. Participants shall attend weekly, or every other week, status hearings while in the first phase of the CST Program, depending on the participant's risk and need. This schedule may continue through additional phases. Frequency of status hearings may vary based on participant needs and program policies.

7-10: At status hearings, the CST Program Judge shall speak with each participant individually.

7-11: The CST Program Judge shall strive to spend at least three (3) minutes with each participant during status hearings.

Key Component #8: Monitoring and evaluation measure the achievement of program goals and gauge effectiveness.

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8-1: Data needed for CST Program monitoring and management shall be kept in a state-wide electronic data system, easily obtainable and maintained in useful formats for regular review by the Contractor's teams and management. Information and data collected in the automated database shall contain a required set of data elements. These data elements are listed in Wyo. Stat. Ann. §7-13-1613 and Rules and Regulations of the Agency's Mental Health and Substance Abuse Services Section.

8-2: Contractor shall use an electronic database specified by the Agency for collection of participant demographic and program activity data. The Contractor is responsible for collecting all information necessary to calculate the approved performance measures and to report as much information available about participants, as identified in the electronic database.

8-3: Contractor's staff members should record information concerning the provision of services and in-program outcomes within seventy-two (72) hours of the respective events.

Key Component #9: Continuing interdisciplinary education promotes effective CST Program planning, implementation, and operations.

9-1: Contractor shall provide orientation and training for their staff and team members including those employed by participating agencies and the Contractor shall act as soon as practicable to provide appropriate training for new staff and team members. Budgets should include funding for training of Contractor team members.

9-2: Contractor shall address staff training requirements and continuing education in their policy and procedures manual. Recommended training shall align with state and national standards and practices endorsed by the National Association of Drug Court Professionals (NADCP) and its divisions (National Drug Court Institute, National Center for DWI Courts, and Justice for Vets). Treatment practices must be evidence-based practices endorsed by, the Substance Abuse and Mental Health Services Administration, or culturally based practices deemed effective and appropriate.

a. Training not provided by the NADCP, or its divisions, or the Agency must be submitted to the Agency for approval as accepted CST Program-specific curriculum at least fourteen (14) days prior to the training event.

b. All probation and surveillance officers shall complete an approved training program before conducting field work in a home or bar check situation. A probation or surveillance officer who has not yet been trained may accompany a trained officer for such activities, but must complete the training within six (6) months of initial hire.

9-3: Contractor's staff shall be educated across disciplines for professional development, cultural responsiveness, and team building. Training and education should include topics such as the CST Program model, best practices, substance use disorder, drug, alcohol, and mental health treatment, co-occurring disorders, sanctions and incentives, drug testing standards and protocols, confidentiality and ethics, recognizing implicit cultural biases and correcting disparate impacts for members of historically disadvantaged groups, and proficiency in dealing with participants' race, culture, ethnicity, gender and sexual orientation, and trauma.

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9-4: Contractor's team should attend training conferences yearly or every other year as provided by state or national CST Program organizations.

9-5: The Contractor's new team members shall receive forty (40) hours of CST Program-specific or Agency approved formal orientation and training administered and provided by previously trained team members within six (6) months of joining the team. Formal training can include online webinars, CST Program trainings, and conferences.

- a. If the Contractor's treatment providers, other than the treatment provider representative on the team, provide direct services to CST Program participants, they must also have forty (40) hours of training, as described above, within six (6) months of initial provision of services.
- b. All Contractor team members and individual treatment providers who provide services for CST Program participants must complete six (6) hours of CST Program-specific training each subsequent year. Training hours in excess of the annual six (6) hours may be carried over for up to one (1) year, subject to Agency approval.
- c. Training that qualifies to meet the requirements above may include CST Program specific courses and seminars provided by the U. S. Department of Justice, the NADCP and its divisions, the National Drug Court Resource Center, Treatment Court Online, any state drug court association recognized by the Agency, or the Agency. In order to receive credit for training sponsored by any other person or entity, the applicant must first receive the written approval of the Agency. To request approval of the course or seminar, the applicant must first submit a written request together with a detailed summary of the training and course outline at least fourteen (14) days prior to the training.

9-6: The CST Program Judge receives specialized training in legal and constitutional issues, judicial ethics, behavior modification, and community supervision.

Key Component #10: Forging partnerships among CST Programs, public agencies, and community-based organizations generates local support and enhances CST Program effectiveness.

10-1: Contractor shall utilize other community-based services and treatment providers that may be able to augment CST Program services including, but not limited to, private and public social service agencies, law enforcement, health providers, business community, faith community, media, consumer-run recovery organizations, and other entities which may help the CST Program meet its mission.

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Appendix A: Drug Testing Protocols

A-1: Contractor shall adopt written policies and procedures that document its drug testing protocols. The Contractor's drug testing policies and procedures shall address, at a minimum, these topics:

- a. The types of drug testing to be performed.
- b. Drug testing frequency, including description of random drug-test component.
- c. What, if any, steps will be taken in handling disputed results.
- d. If the Contractor's drug testing procedures necessitate preservation of the drug testing samples, the Contractor's policies shall document the steps necessary to maintain proper chain of custody of test specimens and results.
- e. Descriptions of what will be considered a "positive" test result.

A-2: Each CST program shall document its urinalysis (UA) collection protocols following these guidelines:

- a. All urine collection shall be observed except as described in Subsection C.
- b. Collectors must have an unobstructed view of the specimen flow and must be of the same gender as the participant providing the specimen (no exceptions); trans-gender or trans-sexual participants should be given the opportunity to choose the gender of the official collecting the samples.
- c. Take unobserved specimens only when the participant and the collector are not of the same gender or it is virtually impossible to collect an observed specimen (i.e., where circumstances beyond the control of the collector preclude the collection of an observed specimen).
 1. In the rare case of unobserved urine specimens, procedures must be documented that would minimize ability of the participant to adulterate the specimen, and call the participant to be tested again under observation within twenty-four (24) hours.
- d. The Contractor's collectors shall be trained in collection, testing, and chain of custody procedures if appropriate for their CST Program.
- e. Training, staffing levels, and testing location must minimize risk of sexual or physical harassment between collector and participant. Training shall include the following topics:
 1. Maintain a clinical, professional demeanor that is detached and impersonal.
 2. Conduct the testing the same way every time for every participant.
 3. Remember that some participants have been through trauma.
 4. Participants may accuse the collector of mistreatment.
 5. Always ask questions to give the participant an opportunity to admit use.

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Court Supervised Treatment Guidelines

Practice 1: When the Contractor's staffing resources make it difficult to collect urine specimens observed by a collector of the same gender as the defendant, the Contractor shall explore the possibility of collaborating with other community resources, such as county compliance programs or local law enforcement. Testing can also be scheduled in such a way to ensure that appropriate staff are available for the participants who require testing.

Appendix B: Fees

B-1: Fees, in addition to CST Program fees, participants can be charged for services, such as these:

- a. Treatment costs.
- b. Drug and alcohol testing.
- c. Monitoring and compliance services and equipment.
- d. Psychological screening and assessments.
- e. Medical screening and assessments.
- f. Assistance with transportation costs to the CST Program.
- g. Interpreter's fees.
- h. Temporary housing assistance.

Contract #: 192843**Entry
Date:**

5/2/2019 10:53:04 AM

Department: Wyoming Department of Health, Behavioral
Health Division**Agency Contact:** Smolinski, Janelle**Phone:** 3077775817**Other Agency Contact:**WYOMING ATTORNEY
GENERAL'S OFFICE

MAY 20 2019

Margaret A. R. Schwartz
APPROVED AS TO FORM**Client Comments:** Please use Contract 191914 as the template
for this Contract. A second signature page is
needed for this contract.**Contractor/Vendor
Name:** Laramie County Commissioners as
Governing Body for the Laramie
County DUI Court

600 Dollars

Contract Title: Laramie County DUI Court**Contract Type:** General Services - State
Funds**Contract Amount:** 269881.0800**Contract Effective
Date:** 7/1/2019 12:00:00 AM**Contract Expiration
Date:** 6/30/2020 12:00:00 AM**Status:** AG Approved as to Form**RETURN VIA:** Ink Signature - Pick-up**Assigned Attorney:** Maggie Schwartz

ATTACHMENT D
BUSINESS ASSOCIATE AGREEMENT BETWEEN
THE WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION
AND
LARAMIE COUNTY COMMISSIONERS AS GOVERNING BODY FOR THE
LARAMIE COUNTY DUI COURT

1. **Purpose.** The Parties to this Contract agree that Contractor, Laramie County Commissioners as Governing Body for the Laramie County DUI Court, is a Business Associate of the Wyoming Department of Health, Behavioral Health Division (Agency), as defined by 45 CFR § 160.103; therefore, this attachment is mandatory for purposes of this Contract. This attachment seeks to satisfy the requirements for the privacy and security and transmission of protected health information found in 45 CFR Parts 160, 162, and 164 as well as applicable Wyoming state law. Applicable Wyoming state law may include, but is not limited to, Wyo. Stat. Ann. §§ 35-2-605 et seq., 9-2-125 et seq., and applicable rules and regulations. These statutes, rules, and regulations are collectively referred to as the "Privacy and Security Rules."
2. **Definitions.** The Parties agree that the definitions in 45 CFR Parts 160, 162, and 164 shall apply to the terms used in this attachment. For the purpose of this attachment, Contractor shall be known as the "Business Associate."
3. **Responsibilities of Business Associate Pursuant to this Attachment.** Except as otherwise permitted or required by this attachment, the Business Associate may only create, receive, maintain, or transmit protected health information received from or on behalf of the Agency as necessary to provide substance abuse treatment services, as a sentencing alternative, in accordance with the Court Supervised Treatment Programs Act, Wyo. Stat. §§ 7-13-1601 through 1616, including all current state rules and regulations, C.F.R. 42, and Agency policies and procedures as set forth in the Contract, as required by law, or to carry out the proper management and administration or legal responsibilities of the Business Associate. Further, the Business Associate agrees:
 - A. To not create, receive, maintain, or transmit protected health information in a manner that would violate any provision of the Privacy and Security Rules, or other applicable federal, state, or local law.
 - B. To establish, use, and maintain administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of all protected health information that the Business Associate creates, receives, maintains, or transmits

on behalf of the Agency and to prevent any use or disclosure of protected health information as provided by this attachment.

- C. To comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information. The Business Associate shall provide notice of its designated security officer to the Agency within thirty (30) days following execution of this attachment.
- D. To limit its use, disclosure, or requests for protected health information to the extent practicable to the minimum necessary to accomplish the intended purpose of such use, disclosure, or request.
- E. To secure all protected health information in its possession in accordance with the most current standards established by the Secretary of Health and Human Services under 13402(h)(2) of Public Law 111-5 on the Health and Human Services website.
- F. To notify the Agency of any use or disclosure of protected health information not provided for by this attachment, any security incident, or any breach of unsecured protected health information of which the Business Associate becomes aware.
 - i. Such notice shall include the identification of each individual whose protected health information has been, or is reasonably believed to have been subject to such use, disclosure, incident, or breach, a statement indicating whether the protected health information was secured or unsecured, and a description of any security measures used.
 - ii. A disclosure, incident, or breach shall be treated as discovered by the Business Associate as of the first day on which such breach is known to the Business Associate, or, by exercising reasonable diligence, would have been known to the Business Associate. The Business Associate shall be deemed to have knowledge of a disclosure, incident, or breach if the same is known, or, by exercising reasonable diligence, would have been known to any person (other than the person committing the disclosure, incident, or breach) who is an employee, officer, or other agent (determined in accordance with the federal common law of agency) of the Business Associate.
 - iii. All reports of breach involving unsecured protected health information by the Business Associate shall also include the most current contact information available for each individual whose protected health

information has been, or is reasonably believed to have been accessed, acquired, or disclosed, and any other information required by 45 CFR § 164.404 for the notification of individuals.

- G. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), to ensure that any subcontractor that the Business Associate uses to create, receive, maintain, or transmit protected health information on its behalf agrees to the same restrictions, conditions, and requirements that apply to the Business Associate under the terms of this attachment.
- H. To conduct electronic transactions covered by 45 CFR Part 162 as a standard transaction as required by 45 CFR Part 162, and ensure that any agents, including subcontractors, also process electronic transactions as required therein.
- I. To make all protected health information received from the Agency or otherwise created, maintained, or transmitted on behalf of the Agency available to the Agency as necessary for the Agency to comply with an individual's request for access to protected health information under 45 CFR § 164.524, a public records request under Wyo. Stat. Ann. §§ 16-4-201 through 16-4-205, or any other request that may be required by law. If the Business Associate receives such request for protected health information directly, it shall notify the Agency within three (3) business days following its receipt of such request. Thereafter, the Parties agree to meet to promptly discuss and jointly resolve the request for protected health information. The Parties' failure to reach an agreement regarding any such request prior to the timeframes specified in 45 CFR § 164.524 and Wyo. Stat. Ann. §§ 16-4-201 through 16-4-205 shall be cause to terminate this Contract and all other contracts between the Parties.
- J. To make any amendments to protected health information in a designated record set held by the Business Associate or by any subcontractor or agent pursuant to 45 CFR § 164.526. Should the Business Associate receive such request directly, it shall notify the Agency prior to providing any response to the person requesting amendment. Thereafter, the Parties agree to meet to promptly discuss and jointly resolve the request for amendment to the protected health information. The Parties' failure to reach an agreement regarding any amendment prior to the timeframes specified in 45 CFR § 164.526 shall be cause to terminate this Contract and all other contracts between the Parties.
- K. To make internal practices, books and records relating to the use and disclosure of protected health information received from or created or received by the Business

Associate on behalf of the Agency available to the Agency or to the Secretary of Health and Human Services for purposes of determining the Agency's or Business Associate's compliance with the Privacy and Security Rules. The Business Associate shall notify the Agency if it provides such information to the Secretary.

- L. To document such disclosures of protected health information and information related to such disclosures as would be required for the Agency to respond to a request by an individual for an accounting of disclosures under 45 CFR § 164.528. The Business Associate shall comply with the Agency's request for such information within seven (7) business days following the Agency's request. Should the Business Associate receive such request directly, it will notify the Agency. Thereafter, the Parties agree to meet to promptly discuss and jointly resolve the request for an accounting of disclosures. The Parties' failure to reach an agreement regarding any accounting of disclosures prior to the timeframes specified in 45 CFR § 164.528 shall be cause to terminate this Contract and all other contracts between the Parties.
- M. Unless otherwise provided, to provide notice within seven (7) business days of any event that triggers the Business Associate's obligation to notify the Agency.
- N. That Business Associate may be subject to civil and criminal penalties enumerated at sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320-6) with respect to violations of this attachment or the Privacy and Security Rules.
- O. To assume sole responsibility for its own compliance and the compliance of its workforce with the provisions of this section.

4. **Responsibilities of Agency Pursuant to this Attachment.** The Agency shall inform the Business Associate of the Agency's notice of privacy practices and restrictions on protected health information. The first such notice and restrictions shall be given to the Business Associate no later than the date of the last signature to the Contract. In addition, the Agency agrees to the following:

- A. To provide the Business Associate with the notice of privacy practices the Agency produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.
- B. To provide the Business Associate with any changes in, or revocation of, permission by an individual to use or disclose protected health information, if such changes affect the Business Associate's permitted or required uses and disclosures.

- C. To notify the Business Associate of any restriction to the use or disclosure of protected health information to which the Agency has agreed and which are applicable to the Business Associate, in accordance with 45 CFR § 164.522 and section 13405(a) of Public Law 111-5.
- D. To not request that the Business Associate use or disclose protected health information in any manner that would not be permissible under the Privacy and Security Rules if done by the Agency.
- E. To timely notify the Business Associate of any material violation of this attachment or material Privacy or Security violation by the Business Associate of which the Agency becomes aware. The Agency shall specify a time for the Business Associate, within which the Business Associate must cure the violation, if cure is possible, or within which the Business Associate must end the violation.

5. Special Business Associate Provisions

- A. **Amendments.** If the Contract must be amended to ensure compliance with the Privacy and Security Rules, the Parties shall meet in good faith to agree upon such amendments. If the Parties cannot agree upon such amendments, then either party may terminate the Contract upon thirty (30) days' prior written notice to the other party.
- B. **Interpretation.** Any ambiguity in this attachment shall be resolved in favor of a meaning that permits the Parties to comply with the Privacy and Security Rules. Nothing in the Contract shall be construed to allow or require either Party to violate such rules.
- C. **Notices.** In addition to the notice provisions set forth in the Contract, notices arising out of or from the provisions of this attachment shall be in writing and shall be deemed provided to each respective party if by personal delivery or by, at least, first class United States mail, postage prepaid. Written notices to the Agency shall be provided to the attention of the Agency's designated representative for this Contract and, by separate mailing, to the WDH Compliance Office, 401 Hathaway Building, Cheyenne, Wyoming 82002.
- D. **Termination.** In addition to the termination provisions in the General Provisions section of this Contract, the Contract may be terminated for cause if the Business Associate materially violates the terms of this attachment.
 - i. **Material Violation of Attachment.** Any violation by the Business Associate of any provision of this attachment or any other contract with the Agency

which involves the use or disclosure of protected health information, as determined by the Agency, shall constitute a material violation and shall entitle the Agency to terminate this Contract immediately, seek related remedies, and to terminate all other contracts which involve the Business Associate in the use or disclosure of protected health information, by notifying the Business Associate of such termination.

- ii. Cure. If the Agency receives evidence of a material violation of the obligations set forth herein, or of the Business Associate's primary contracts with the Agency, and the Agency does not terminate this Contract pursuant to subsection "i" above, then the Agency may provide an opportunity to cure or end such violation, as applicable, within a reasonable timeframe specified by the Agency. If the Business Associate's efforts to cure or end such violation are unsuccessful within the time specified, the Agency may terminate this Contract, where feasible, or if termination is not feasible, may report the Business Associate's violation to the Secretary of Health and Human Services or his designee.
- iii. Effect of Termination. Upon termination of this Contract for any reason, the Business Associate shall return or destroy all protected health information, regardless of form so that the Business Associate retains no copies of protected health information received or created on behalf of the Agency. If return or destruction of all protected health information is not feasible, the Business Associate shall notify the Agency of the conditions that make return or destruction infeasible. Upon agreement between the parties that the return or destruction of the protected health information is infeasible, the Business Associate shall extend the protections of this attachment to such information, and further limit the use and disclosure of such information only to those purposes that make its return or destruction infeasible, for so long as the Business Associate maintains the information.
- iv. This provision applies equally to the Business Associate and any of its agents or subcontractors in possession or control of protected health information subject to this attachment.

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