



Board of Directors' Packet

February 28, 2024

Meeting time is 6:30 p.m.

**Both held at 333 Broadway Street
Rock Springs, WY**



Agenda
February 28, 2024
333 Broadway Street, Rock Springs, WY

- I. Call to Order
- II. Declare Quorum
- III. Approval of Agenda
- IV. Approval of Minutes - January Meeting
- V. Approval of Minutes - February Special Meeting
- VI. Introduction of Mr. Ross Little, Psychosocial Manager
- VII. Treasurer's Report
 - a. Write-Offs
 - b. Balance Sheet
 - c. Account Receivables
 - d. Revenues
 - e. Expenses
 - f. Check Register
- VIII. Finance Committee, Personnel Committee and Policy Committee Updates
- IX. Previous Business
 - a.
 - b.
- X. New Business
 - a.
 - b.
- XI. CEO's Report
- XII. Board Action
 - a. Sliding Fee Scale for 2024
 - b. Inflexion Agreement Subscription Renewal
 - c. WWCC Facilities Use Agreement
 - d. ARPA Certification Statement
 - e. Mountainland Supply Company
 - f. Engagement Letter
- XIII. Public and Board Comments/Questions
- XIV. Executive Session
- XV. Adjournment

Board Meeting Minutes

January 24, 2024

February 1, 2024 - Special Meeting

**Southwest Counseling Service
Board of Directors
January 24, 2024**

The meeting of Southwest Counseling Service Board of Directors was held on January 24, 2024. Board members present were Ms. Melissa Bates, Ms. Raven Beattie, Ms. Kristy Kauppi, Ms. April Thompson, Mr. Rich Fisher, and Ms. Kayleen Logan. Staff members in attendance were Ms. Linda Acker, Ms. Christy Legault, Ms. Melissa Wray-Marchetti, Ms. Laura Schmid-Pizzato, Mr. Mike Bauer, Ms. Amy Moser, and Mr. Scott Wilcox. Commissioner Keaton West was in attendance.

Call to Order

Ms. Raven Beattie called the meeting to order at 6:35 p.m. and declared a quorum present.

New Board Member Introduction

Ms. April Thompson introduced herself as the executive director for the housing authority in Rock Springs. Ms. Thompson is a peer mentor for mothers who have lost children to suicide, and attends prevention coalition meetings.

Approval of Agenda

Ms. Raven Beattie asked for approval of the agenda. Ms. Kayleen Logan moved to approve the agenda, seconded by Ms. April Thompson, the motion passed.

Approval of Minutes

Ms. Raven Beattie asked for approval of November 2023 minutes. Ms. Melissa Bates moved to approve the minutes, seconded by Mr. Rich Fischer, the motion passed.

Treasurer's Report

Ms. Kristy Kauppi reported that the November self-pay balances under \$25 write-up requests. There are none. There are also no self-pay balances over \$25 for the month of November. Total assets of \$3,001,252.25. Total liabilities as of this date is \$8,602.53. Total liabilities and equity are \$3,001,252.25. Ms. Kristy Kauppi reported the balance sheet as of November 30, 2023 looks a little different because, under the direction of some CPAs, we've changed how the balance sheet looks. Ms. Kristy Kauppi reported that you'll see assets, liabilities, and equity. Ms. Kristy Kauppi reported that the equity of \$4,105,445.40 is a rolling equity since approximately 2008. Ms. Melissa Wray-Marchetti confirmed that is correct, and that it shows some years that have profit, some that have loss. Ms. Melissa Wray-Marchetti reported that that's when you get unrestricted net assets, which is a governmental accounting term. Ms. Kristy Kauppi reported that the net income looks like, for lack of better words, in the hole

\$1,112,795.45. Ms. Kristy Kauppi also reported that we have not received payments as of this point so it looks like we're spending a little bit more than we're making but again, haven't received payments.

Ms. Kristy Kauppi reports that the previous month's total cash was \$3,324,285.16 which is a decrease by a cash amount of \$323,032.71. Ms. Kristy Kauppi noted that the liability for November in the amount of \$8,602.53 is a total of workers' comp payment that is made on a quarterly basis, plus an AFLAC situation. Ms. Kristy Kauppi reported that based on this information, as of November 30, 2023, Southwest Counseling has 66 days of cash on hand.

Ms. Kristy Kauppi reported that in the accounts receivable report there is a total amount of \$694,790.52 which is a big jump from October which was \$658,000. Ms. Kristy Kauppi reported that this discrepancy is due to a difference in Medicaid payments. In October, a \$45,000 payment was received from Medicaid and in November a \$14,000 payment was received.

Ms. Kristy Kauppi reported the revenue for November to be \$1,078,849.47. Ms. Kristy Kauppi reported we should be at approximately 42% year to-date but as you can see our state contracts were only at 33%. Ms. Kristy Kauppi reported that, as Ms. Linda Acker has stated before, we are usually a little bit behind. We're right at the 60 days payment for receiving state contracts. Expenditures for November are totaling in the amount of \$1,307,307.81, and again we should be at approximately 42% expended for the year. The check register for December amount is \$1,547,778.82.

Ms. Kristy Kauppi asked for approval of December's Treasurer's report. Ms. Kayleen Logan moved to approve the November's treasurer report, seconded by Mr. Rich Fischer. The motion passed.

Ms. Kristy Kauppi reported that for December's write-off period, self-pay balance is under \$25 in the amount of \$686.20. Ms. Kristy Kauppi stated that last year's total was \$1,260.47 and this year's total was only \$686.20. Ms. Kristy Kauppi reported that the self-pay balance over \$25 are none for December 2023. Last year, over \$25 was \$9,404.33 which is another big jump.

Ms. Kristy Kauppi reported that the total for write-offs is \$2,369.25 for suspended collection accounts and for December 2023 in the bankruptcies is in amount of \$2,999.72. Ms. Kristy Kauppi reported No-Show write-offs at \$8,263.51. Ms. Kristy Kauppi reported the uncollectable insurance at \$290.00.

Ms. Kristy Kauppi reported that the balance sheet as of December 31, 2023, total assets, \$2,678,522.44, and total liabilities \$10,568.50. Ms. Kristy Kauppi reported that the average cost of operations slightly increased at \$46,179.92. SCS has about 58 days of cash on hand. Ms. Kristy Kauppi reported that accounts receivable owed is \$676,396.41. That is a difference of \$18,394.11. Ms. Kristy Kauppi reported that the revenues collected by the agency is \$1,266,718.53. Ms. Kristy Kauppi reported that we are at 42% but we should be at 50%, so again we are one payment behind. Ms. Kristy Kauppi reported that expenditures are at

\$1,551,414.51. We should be at 50% and that is where we are. Ms. Kristy Kauppi reported that the check register for January 2024, in the amount of \$1,211,957.97.

Ms. Raven Beattie asked for approval to approve January Treasury Report. Mr. Rich Fischer moved to approve the January treasury report, seconded by Kayleen Logan, the motion was passed.

Previous Business

Ms. Raven Beattie brought up a board policy and invited Ms. Kristy Kauppi to open the discussion. Ms. Kristy Kauppi asked to put a pin in the conversation at this time to be able to review all policies again, now that we have committees developed.

NP Practicum Hours

Ms. Linda Acker reported she will look at a contractual option and bring back next month.

Title 25 Presentation by Mike Bauer, Outpatient Manager

Mr. Mike Bauer reported one of the initial things to realize is that Title 25 is the one tool we have to keep people who are a danger to themselves and other, safe. Title 25 is used judiciously. Mr. Mike Bauer reported that over the last 7 years we have done about 1,970 evaluations in the emergency department. Out of those 1,970, 149 people ended up in involuntary hospitalization. Mr. Mike Bauer reported that the percentage of people being diverted was 92.4% and that percentage was diverted through voluntary psychiatric admissions, our crisis stabilization program, and also working with families and having the client come in through outpatient services.

Mr. Mike Bauer passed around two sections that are applicable in our state contract to our provision of crisis stabilization. Mr. Mike Bauer states it is our role to provide guidance to the legal system, the courts, the county attorney, the hospital, and all involved in Title 25, and that that's our role because we are the examiners and the experts in the area. Mr. Mike Bauer reported that we have partnered with the hospital for over 40 years and were the first to gain hospital privileges and begin working with them in that manner. Mr. Mike Bauer reported that the involuntary holds are only used in the most critical situations when SCS staff has no other option. Mr. Mike Bauer states the first 72 hours are important and the lawmakers really design them to be an evaluation and stabilization period, and that they were meant to keep people out of going straight to the psychiatric hospital. Mr. Mike Bauer reported that SCS has a case manager assigned to our crisis services, who contacts clients and parties to check in, explain the open-access process for the client to come in and begin services, and answers any other questions related.

Ms. Linda Acker pointed out some titles have been dropped, not by us or the hospital but by the county attorney. Ms. Raven Beattie explained that there should be something in place to

communicate why that is happening and create an understanding between SCS and the county attorney's office. Mr. Mike Bauer stated that the county attorney is supposed to contact SCS when deciding on dropping a Title, and most of the time that does happen but there have been at least five instances this year where they have unilaterally decided to drop it.

Ms. Kayleen Logan asked Mr. Mike Bauer to explain to the board how often he will see a client within that 72-hour hold. Mr. Mike Bauer explained that per the law they are required to do an evaluation within 24 hours, and we do ours right away. The law states that the client must be seen within 48 hours. Mr. Mike Bauer says we do better than that, we see them at least once a day, sometimes more depending on the client, we speak to the physician who is seeing the client, and also the behavioral health techs that are watching them.

Ms. Raven Beattie suggested this might be a topic for the committee of equality to dive into Title 25 to give a better understanding of what kind of support SCS needs.

Residential Bed Days/Subacute Presentation by Laura Schmid-Pizzato, Recovery Manager

Ms. Laura Schmid-Pizzato presented a packet that shows where the concentration of all of the different beds are. Ms. Laura Schmid-Pizzato reported that we have 41 beds for substance abuse residential, 10 beds for women and children, 3 for social detox, 17 beds for sober living, and that is for the substance abuse side. Of those, it shows we have 85 beds, and 70 of those are funded. Ms. Schmid-Pizzato explained there is a discrepancy due to the children's beds, we have to have them there, but they are not funded. Ms. Laura Schmid-Pizzato explained that the mental health beds show both SCS and Uinta's beds. Ms. Laura Schmid-Pizzato explained we have 20 MH residential beds, 4 subacute beds, and 12 supported living beds. Ms. Laura Schmid-Pizzato reported that Uinta County has 17 MH residential beds.

Ms. Laura Schmid-Pizzato shared two pages of the contract that shows residential beds, which shows we have 20 beds for mental health long term that has to maintain 85% utilization. 28 beds for supervised living and asks the board to look through the rest to show the numbers and percentages. Ms. Laura Schmid-Pizzato explains that these are set, and once we decide to place a client in a bed that fits their criteria. Ms. Laura Schmid-Pizzato reported that if you understand the underpinnings of the funding, it is federal, and we have received block grants. Ms. Laura Schmid-Pizzato explains that for the pregnant and parenting women program, we have received a specific sub block grant that we have to meet certain criteria for, and that we are one of two agencies that have received it. Ms. Laura Schmid-Pizzato explained that the utilization rate for each program is either 85% or 50% and that depends the turn-over rate for each program. Ms. Laura Schmid-Pizzato showed that as of December 30, 2023 we are at 88% for primary residential beds, 86% for pregnant and parenting women and both of those need to be at 85% utilization. Detox needs to be at 50% and we are at 70%, transitional housing which is the sober living program is at 87% and we need to be at 85%. Ms. Laura Schmid-Pizzato explained for the mental health beds, it will be separated between SCS and Uinta's bed days. Ms. Laura Schmid-Pizzato reported that between SCS and Uinta we are well over the 50% mark for subacute. Supervised living is slightly behind, but it is something that can be made up since

we are in the middle of the fiscal year. Long-term group home is in the 90's and transitional is in the 90's as well.

Ms. Linda Acker stated that sometimes the agency receives a call saying we need to accept a client into a program but often times the answer is that we are full, which is an issue. Ms. Acker says we have a limited amount of subacute beds that fill really rapidly, and that some community members believe we should take clients at all hours of the day. Ms. Laura Schmid-Pizzato explained we cannot just have clients dropped off to the houses because we don't have the security or the mechanisms for that.

Ms. Laura Schmid-Pizzato stated she was at a meeting recently and at that meeting it was mentioned that the board was going to compel Linda to change the structure of the beds so that there were more subacute and less substance abuse.

Ms. Kristy Kauppi asked how the current beds are fulfilling Tier 1, Tier 2, and Tier 3 of priority population because as she understands, this is not our target population. Also, if we are unable to fulfill those obligations we don't receive state funding because it filters through the county as ordered to be a community mental health center, it is a state funding agency. Ms. Kristy Kauppi asked how this is addressed in Tier populations and then also, how is this affected if for some reason we're no longer a community mental health center.

Ms. Laura Schmid-Pizzato explained that the county governs a certain part of this but like all of these contracts, they do not govern these contracts, they only govern their own contract and our agreement. Ms. April Thompson mentioned that all of her housing is federally funded as well and there are requirements that need to be met within the grant, so it's not as simple as adding more beds. Ms. Raven Beattie asks how we can make that happen. Ms. Laura Schmid-Pizzato explained that we would need money, start-up time, and proper staffing. Ms. Linda Acker added that we would also need 24-hour medical staffing and that our facilities are at capacity. Ms. Melissa Bates asked why we are asking an outpatient and residential agency to provide medical care. Ms. Laura Schmid-Pizzato explained that the beds cannot be changed by the board alone. The way they can change the bed structure is by saying they aren't going to accept the contract for it. Ms. Laura Schmid-Pizzato states we originally started with just 12 beds for the Rosen house, and have grown since then to what we currently have. Ms. Kristy Kauppi asked how this addresses the tiers. Ms. Laura Schmid-Pizzato explains it is separate from that because it is from a different pot of money. Ms. Linda Acker added that they are included in that because they come and get evaluated, of course they will have to meet the ASAM criteria for a residential bed and then will be able to access a bed at SCS because they will be high priority. Ms. Kristy Kauppi stated that, to her understanding, in order to get the federal monies starting July 1 we need to be in one of those three buckets. Ms. Linda Acker explained that there are three tiers, and that the first tier is huge and we have clients in both Laura and Scott's program who meet that criteria. The money comes from a different place and is per diem. Ms. Laura Schmid-Pizzato mentioned that the behavioral health redesign is the state not the feds and the beds are federally funded and the state decides how they distribute it, but residential has not been really addressed in the redesign. Ms. Linda Acker added that

90% of our funding is different this coming year because they know how behavioral health redesign is going to be difficult. Ms. Linda Acker expressed that our priority is the safety of the clients and staff and that is why we have people evaluated to determine the most appropriate level of care and place them into correct housing. Ms. Linda Acker mentioned the criticism received at a county commissioners meeting stating that SCS has all of these beds and aren't using them. Ms. Laura Schmid-Pizzato added that the day that was said we had only one empty bed throughout all of the programs. Ms. Laura Schmid-Pizzato explained that a few days later we were over occupancy, and that the state only lets you get up to 100%, anything over is doesn't count for us.

Ms. Kayleen Logan mentioned that there's real clear criteria on what a person can have to meet to be able to be placed in those beds, and it's also the types of providers that are on-site 24/7 and nurses as well, because some people are too unstable. Ms. Kayleen Logan states she can speak for SCS in that they have always gone above and beyond and they have tried very hard to stabilize detox in situations where the person may have been over the criteria to be admitted. Ms. Raven Beattie mentioned that from what she is hearing is that SCS is at capacity, or there are criteria that needs to be met, or that they have exceeded resources but the county is saying that we have people in the community who need these things, and so what she is asking for is what SCS will need to be able to provide that to the community, such as additional beds and how much that is going to cost. Ms. Linda Acker states that we are providing care to the very people that we are talking about, but there are more than we can care for at one time. We should not be blamed for this, but be acknowledged and then a strategic plan can be made to address the rest of the population as a community.

CEO Report

Ms. Linda Acker reported that they had their first meeting with Enroll Wyoming, who is helping us get our clients into our system. Ms. Linda Acker reported that we current have 1,478 distinct clients and of those 436 are enrolled in Medicaid. Ms. Linda Acker reported that we want clients to be signed up for Medicaid Medicare Chip then we'll look at the second bucket to see if they go into one of the three tiers. Ms. Linda Acker reported that Mr. Piper is working on the MOU and the BAA with Enroll Wyoming but that will have to be tabled because she has not heard back from them about their updates. Ms. Linda Acker reported that we have started with Open Minds, but it is moving slower than expected.

Ms. Linda Acker expressed the importance of being supportive of 988 in the State of Wyoming. Ms. Linda Acker states that in Wyoming we have two lines; Wyoming Lifeline which operates from 2 am to 2 pm and then Central Wyoming, which operates seven days a week from 2 pm to 7 am. Ms. Linda Acker stated that we would like to see long term is the appropriation of 46 million for the trust fund for 988. Ms. Linda Acker is advocating for the two lines to have sustained funding. Ms. Kayleen Logan asked if there was concern that funding wasn't going to be sustained, in which Ms. Linda Acker replied yes.

Ms. Linda Acker stated the MOU for Sweetwater County District 1 Head Start is more of a collaborative agreement or care coordination but it is one Mr. Piper hasn't gotten a chance to look at and recommended it be tabled.

Ms. Linda Acker stated Item B is Workplace Options, it's an EAP provider for counseling at \$85 a session, for telephonic video its \$70, critical debriefing and stress management is \$110, and a substance abuse evaluation is \$350.

Ms. Linda Acker stated Item C on the list is that Patricia Swan-Smith asked to increase her pay from \$40 to \$47 an hour no more than 10 hours or less a week, and that would come out of the CCBHC Grant.

Ms. Kayleen Logan asked if this is a contract amendment, and she is a contract employee and not a part-time employee. Ms. Linda Acker confirmed Patricia Swan-Smith is a contractual employee. Mr. Rob Piper added there is a disclaimer on the top of the contract. Ms. April Thompson stated they do not have the contract and would need the document to approve it, and Mr. Rob Piper agreed. Ms. Linda Acker asked if the board wanted every contract brought to the board for their approval then to Rob or the other way around. Ms. April Thompson explained that the staff would get the document ready, have it reviewed by Mr. Rob Piper, then brought to the board for approval, because legally she is responsible for what they do there, and won't vote to approve something she has not seen. Mr. Rob Piper stated that would be unlawful. Ms. Kristy Kauppi stated the board has made the request several times for documents to be sent before the meetings. Ms. Melissa Wray-Marchetti asked if it would be appropriate to pass out the copies she has of the contract, but Ms. Kristy Kauppi stated they would like time to review the document. Mr. Rob Piper advised the board to take time to look over the contract. Ms. Melissa Wray-Marchetti stated we have time sensitive contracts, and in the 17 years she has been here this has not come up before, the contracts have been discussed and then presented to the board chairs for approval, and explained the time sensitive contracts we have. Ms. Melissa Wray-Marchetti asked how the board would be advised to address these time sensitive contracts. Mr. Rob Piper stated it would have to be a special meeting, and will help with arrangements if needed. Ms. Raven Beattie asked if the meeting could be over zoom. Mr. Rob Piper stated it can be over zoom as long as it is published, accessible, and the option to call in as well.

Ms. Kristy Kauppi made the motion to table action A through G until the next special meeting. Mr. Rich Fischer moved to second, the motion was passed.

Board/Public Comments

Mr. Scott Wilcox announced his retirement and his last day will be March 15.

Ms. Amy Moser announced her husband is being transferred to Gillette, and her and Ms. Linda Acker are working together to have her look at possible remote opportunities.

Ms. Kristy Kauppi made a motion to move into executive session for personnel and legal, seconded by Melissa Bates, the motion passes.

Ms. April Thompson made a motion to come out of executive session, moved by Kristy Kauppi and seconded by Melissa Bates, the motion passes.

Ms. April Thompson made a motion to sign and seal the minutes, seconded by Kayleen Logan, the motion passes.

Ms. April Thompson made the motion that the board engages with the attorney to create a personnel document, seconded by Ms. Melissa Bates, the motion passes.

Ms. April Thompson made the motion to deliver the personnel document to Ms. Linda Acker, seconded by Melissa Bates, the motion passes.

Ms. Kayleen Logan made the motion that the board calls a special meeting on February 1, for the purpose of approving contracts, and that the approval of the agreement with the attorney and for executive session for personnel in an in-person meeting at the Ankeny office and that the meeting be advertised 8 hours in advance of the meeting, seconded by Ms. Melissa Bates, the motion passed.

Ms. Kristy Kauppi made the motion to adjourn, seconded by Ms. Melissa Bates. The meeting was adjourned at 10:15 p.m.

**Southwest Counseling Service
Board of Directors Special Meeting
February 1, 2024**

The special meeting of Southwest Counseling Service Board of Directors was held on February 1, 2024. Board members present were Ms. April Thompson, Ms. Kori Rossetti, Mr. Rich Fischer, Ms. Melissa Bates, Ms. Kristy Kauppi, Ms. Kayleen Logan and Ms. Raven Beattie. Staff members in attendance were Ms. Linda Acker, Ms. Amy Moser, Ms. Melissa Wray-Marchetti and Ms. Laura Schmid-Pizzato. Commissioner Keaton West was in attendance.

Call to Order

Ms. Raven Beattie called this special meeting to order at 6:35 p.m. and declared a quorum present.

Approval of Special Agenda

Ms. Raven Beattie asked for approval of the special agenda. Ms. April Thompson moved to approve with a second by Mr. Rich Fischer, the motion passed.

Board Action

Ms. Raven Beattie asked for Board Action. Ms. Melissa Wray-Marchetti reported Workplace Options is an EAP group, a commercial EAP. Ms. Melissa Wray-Marchetti reported they don't typically tell us who the employer is, but they will give us rates, and we'll accept pretty much every EAP within a reasonable dollar amount. Ms. Melissa Wray-Marchetti reported they typically don't reach out to us, unless they have employees in the area that are needing behavioral services. Mr. Rich Fischer asked under auditability, that they will review their records in accordance with quality standards, we'll provide them complete and accurate session notes or reports that are required. Mr. Rich Fischer wanted to make sure that all of that was standard practice and that they weren't asking us to provide them information that normally would just be protected and they wouldn't have access to. Ms. Melissa Wray-Marchetti reported that was typical in insurance contracts and EAP agreements. Ms. Melissa Wray-Marchetti reported Medicaid is a big one when they request documentation to go ahead and ensure that the services provided are therapeutically sound.

Ms. Kayleen Logan asked if Patricia Swan-Smith was the only contract employee of the agency. Ms. Linda Acker reported there are others. Ms. Kayleen Logan asked how is this agreement similar and dissimilar to other contracts with other employees. Ms. Linda Acker reported we did look at master's level clinicians and how it's different. For full-time master's level clinicians, their rate is anywhere from \$35 to \$44, and that excludes their benefit package. We do have a contract with an employee to do data for CCBHC at \$30 an hour. Ms. Amy Moser reported looking at our part-time individuals who are master's level clinicians to see what their rates were. Ms. Amy Moser reported they're anywhere from \$40 to \$44, \$44.81, and they don't get

benefits. However, there are two of them that do get Wyoming retirement. Ms. Raven Beattie asked if she's is not considered an employee. Ms. Amy Moser confirmed that she is not. Ms. Melissa Wray-Marchetti reported looking into and comparing it and it was very similar to what a person came back as a part-time employee because we don't pay them in retirement. Ms. Melissa Wray-Marchetti reported when they come back as a part-time employee, they've already retired. Ms. Melissa Wray-Marchetti reported It was in line with what the other individuals, their actual employees, but it is a contract.

Ms. Melissa Wray-Marchetti reported on the SOAR 3 MAT, in the description that you find on the SOAR MAT amendment, where it indicates by adding five additional slots, I would suggest that the board doesn't include that as part of it because it's time-sensitive. Ms. Melissa Wray-Marchetti reported if you notice in the statement of work, it was dependent upon the contract being fully executed as of December 1. Ms. Melissa Wray-Marchetti reported with that timeframe and the funding that's available, that's going to change how many slots per month that are going to be filled. Ms. Melissa Wray-Marchetti reported in actuality, with the stimulant use disorder slots, and they shifted some money, it's actually about 12 ½ slots, but that will change. Ms. Melissa Wray-Marchetti would recommend excluding the number of slots and encourage the board to just approve the amendment with the additional funding. Ms. Melissa Wray-Marchetti reported the slots are not set. It depends on when the contract goes to the other signers of the state. It still needs to be signed by the SOFON, as well as the other individuals. Ms. Melissa Wray-Marchetti reported it's not until all those signatures are fixed as to when that agreement becomes in effect. Ms. Melissa Wray-Marchetti reported that will change the slot numbers. Ms. Kayleen Logan asked if the number of slots wasn't included in the board action. Ms. Melissa Wray-Marchetti reported it wasn't included in the board action.

Commissioner West asked if the application was due at the same time each year and when it was due. Ms. Linda Acker reported it is due on February 9. Commissioner West asked about the discussion that was had last week was relative to the different priority populations, and I heard everything about tier 1 and the lack of funding and some of the other complications that are involved with that, but if I understand this application correctly, part of the funding of that \$9.3 million could be applicable to sub-acute care or the tier 1 population. Ms. Linda Acker reported that was correct. Ms. Linda Acker reported the funding stream will change as of July 1 because of behavioral health redesign. Ms. Linda Acker reported they've told us that the majority of our money is going to be safe for the year. What they're intending to do is the beds that SCS has right now will be in place. We have five sub-acute beds in the county right now, and there's one in Uinta County. Ms. Linda Acker reported our residential beds should stay in place.

Ms. Laura Schmid-Pizzato reported that she did some diving into our population that we have now. In our therapeutic community programs, we have 50 beds. Nine of them are women and children, 41 don't have children with them, and of them, we have 11 people with schizophrenia. Ms. Laura Schmid-Pizzato reported we have another four people with schizoaffective. Of those people, and when I'm looking at them, they just happen to fit criteria for TC, for the substance use, because they have a substance use disorder. They also fit criteria for the mental health

side. Ms. Laura Schmid-Pizzato reported we don't put them into mental health until you take care of them. Ms. Laura Schmid-Pizzato stated maybe she didn't express well enough last week, we are serving the population that the county, the hospital, the sheriff's department, the population that people want us to serve, we are serving. We aren't serving all of them, because we can't, but we are serving them. I talked about taking one out of the hospital that should have gone to the state hospital, but we reversed that. We have to have a one-to-one person with her at all times. That's the intensity of that client. Ms. Laura Schmid-Pizzato stated that's what subacute looks like. I apologize if I didn't explain the funding sources well enough. Ms. Laura Schmid-Pizzato reported there are these silos, and it's the way that we have built up these beds. Ms. Laura Schmid-Pizzato explained how the beds come to the state, and they say, we've got more money in this pot, where are you going to put it. They come to Linda, and Linda asks Scott and myself if we can we add beds. Ms. Laura Schmid-Pizzato reported getting methamphetamine funds a decade ago that are still embedded into our contract today, even though it was a grant through the legislature. Those are general funds. We're still going to get that money.

Ms. Laura Schmid-Pizzato reported with the Women and Children's Program, we did not have all that funding in the beginning, and that's that SAPT block grant from the feds. They have to spend that on women with dependent children. There's no other way of doing it in residential substance use treatment, and because other counties did not do so well with that grant, our beds then expanded, and now we're up to our nine beds. It's really what the state wanted, what the feds said that they would do, and then we negotiated back.

Commissioner West reported there was discussion about what the county has oversight over, and it was just the funding that they provide to Southwest Counseling along with the grant plan through the County Grants Office, and that is not accurate. Commissioner West reported you are a community service board, which is an agency of the county, which means that you're a unit of the local government agency, being the county. Every single program that comes through must be approved by the county commissioners, regardless of the funding mechanism. Commissioner West reported every year, we approve of your budget, which includes up to your \$20 million in expenditures. Every grant, technically, is supposed to be ran through the county commission, so everything is under that agency, that unit of government that was established by the Board of County Commissioners. Commissioner West reported that's straight out of the statute. There were a lot of other comments made that we can discuss at the next board meeting, but that's pretty important, so I just wanted to point that out, because this is a lot of money.

Mr. Rich Fischer asked if we got any other bids on the painting quote. Ms. Linda Acker reported that we did not. Ms. Linda Acker reported that Daniel Dorman did work on the Foothill facility for the water damage. Ms. Linda Acker reported Daniel Dorman did an excellent job at the Foothill facility, and it doesn't really reach the dollar amount for going out on a bid.

Ms. Kristy Kauppi asked why this was coming to the special board meeting and not just the regular board meeting. Ms. Melissa Wray-Marchetti reported he actually bid the quote back in

November, and the intent of the last board meeting, last week, was to go ahead and add that to the agenda. In all fairness of his time and trying to get this scheduled, it was November when he first provided this quote to us for the December board meeting. Ms. Melissa Wray-Marchetti added the intent was to put it onto January's agenda, so we brought it here so that he can get the work done and we're not holding up his time. Ms. Linda Acker added we can table it. It can wait until the end of February. Ms. Kayleen Logan asked, what is the financial amount that requires a bid. Ms. Linda Acker reported it was \$49,999.

Ms. Kayleen Logan asked at the last meeting, we tabled A through G. And so we had moved to have the special meeting to address these. There are two items from last meeting that are not on here. Ms. Kayleen Logan reported we've had the addition of Daniel Dorman, but the MOU for FY24 with Sweetwater County School District, Number One, Head Start and Enroll Wyoming Business Associates Agreement and MOU isn't on here. So I'm just wondering, because we had said that we were going to address those, because we were asked to approve them, and then they're not in this packet.

Ms. Linda Acker reported last month, I reported that in Enroll Wyoming that SCS's lawyer did look at that and made comments back that we weren't going to be able to sign. That was sent to in Enroll Wyoming and it has not come back to date. Ms. Linda Acker asked for that to be tabled, and it's still tabled because we don't have anything back from Enroll Wyoming. Ms. Linda Acker reported the MOU with Head Start, really needs to be totally redone. It's a collaborative agreement of no money is exchanged, but it's what are they going to provide for their little Head Start people, and what are we going to do as an agency. Ms. Linda Acker reported it's more of a collaborative agreement, and I informed the lawyer that I would redo that with Sweetwater County School District Number 1.

Ms. Melissa Wray-Marchetti reported for the sake of time and of getting things approved we put things on the agenda in the hopes that we'll receive those in a timely manner for the board packet. We were waiting for the attorney to finish reviewing Head Start. Ms. Melissa Wray-Marchetti reported we have not received that back from him. Ms. Melissa Wray-Marchetti reported there is a timing when it comes to the grant application. It may come out in the middle of February, and they may want a signature. So in the past, we've put those things on for board action item without you all reviewing those items simply because of the sake of time and the timelines in which those are due back to the state in that example.

Ms. April Thompson reported better communication as to timelines would help the board ensure that we are getting them in a timely manner. If there is a specific deadline and we need to call a special meeting, then we can do so to meet that deadline. Ms. April Thompson added to put something on the agenda when the documents are not ready is not a good practice.

Ms. Linda Acker reported that she had contacted the administrator of the Behavioral Health Division. Ms. Linda Acker reported in our contract, we are to work cooperatively and sign the agreements. Ms. Linda Acker told him the likelihood of the MOU and the BAA being signed with Enroll Wyoming. Ms. Linda Acker reported he said that he understood and he said a lot of centers are having problems with the language in the agreement. Ms. Linda Acker reported SCS

is not the only one encountering this problem. Ms. Linda Acker reported she did inform Mr. Kiefer of the situation of SCS and Enroll Wyoming.

Commissioner West reported the board will need to untable A-E since they were tabled at the last meeting and separate out F. Ms. Kayleen Logan moved to untable items B, C, D, E and G that were tabled at the last meeting on January 24, 2024, with a second by Melissa Bates.

Ms. Kayleen Logan moved to approve Item A, with second by Kori Rossetti, motion passed. Mr. Rich Fischer moved to approve Item B, with second by April Thompson, motion passed. Mr. Rich Fischer moved to approve Item C, excluding five additional slots because verbage as recommended due to variable of timeliness of required signatures, with second by Ms. Kori Rossetti, motion passed. Ms. April Thompson moved to approve Item D, with second by Ms. Melissa Bates, motion passed. Mr. Rich Fischer moved to approve Item E, with second by Mr. Rich Fischer, motion passed. Ms. April Thompson moved to approve Item F, with second by Mr. Rich Fisher, Ms. Kristy Kauppi opposed, motion passed.

Ms. April Thompson moved to go into Executive Session, with second by Kori Rossetti. Ms. Raven Beattie specified it was for Personnel and Legal. Mr. Rich Fischer made a motion to exit out of Executive Session for Personnel and Legal issues, with second by Ms. April Thompson, motion passed.

A resolution was made to move board meetings to the Rock Springs Health and Human Services building. Ms. Kristy Kauppi moved to approve motion, with second by Mr. Rich Fischer, motion passed.

Ms. Kristy Kauppi moved to adjourn, with a second by Ms. April Thompson, motion passed. The meeting was adjourned at 8:55 p.m.

Treasurer's Report

Accounts Receivable Write-Off Request
Self Pay Balances under \$25
January-24

Balances under \$25 are reviewed monthly and are only submitted for request when the balance is older than one year or the client is deceased or no consent to treat is obtained.

Client Account Number	Amount of Write-Off	Reason for the request for Write-Off

Total \$ -

Board Signature

Accounts Receivable Write-Off Request
Self Pay Balances over \$25
January-24

Balances over \$25 are reviewed monthly and are only submitted for request when the balance is older than one year or the client is deceased or no consent to treat is obtained.

Client Account Number	Amount of Write-Off	Reason for the request for Write-Off

Total \$ -

Board Signature

**Accounts Receivable Write-Off Request
Bankruptcy Discharged
January-24**

Bankruptcy Balances are requested for write-off once received by the agency for dismissal.

Client Account Number	Amount of Write-Off	Reason for the request for Write-Off

Total \$ -

Board Signature

Southwest Counseling Service
Balance Sheet
As of January 31, 2024

ASSETS

Current Assets

Checking/Savings

1020 · General Operating Account	1,468,872.86
1031 · Commerce Bank- Cash Reserve	1,107,060.36

Total Checking/Savings	2,575,933.22
-------------------------------	--------------

Total Current Assets	2,575,933.22
-----------------------------	--------------

TOTAL ASSETS	2,575,933.22
---------------------	--------------

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

2110 · ACCOUNTS PAYABLE	-326.87
-------------------------	---------

Total Accounts Payable	-326.87
-------------------------------	---------

Credit Cards

2111 · FNBO Melissa Wray-Marchetti	269.97
------------------------------------	--------

Total Credit Cards	269.97
---------------------------	--------

Other Current Liabilities

24000 · Payroll Liabilities	4,655.57
-----------------------------	----------

Total Other Current Liabilities	4,655.57
--	----------

Total Current Liabilities	4,598.67
----------------------------------	----------

Total Liabilities	4,598.67
--------------------------	----------

Equity

32000 · Unrestricted Net Assets	4,105,445.40
---------------------------------	--------------

Net Income	-1,534,110.85
-------------------	---------------

Total Equity	2,571,334.55
---------------------	--------------

TOTAL LIABILITIES & EQUITY	2,575,933.22
---------------------------------------	--------------

The Balance Sheet provides the assets and liabilities for the specific point in time of January 31, 2024. The total cash assets are \$2,575,933.22. The previous month's total cash was \$2,678,522.44, a decrease in cash in the amount of \$102,589.22 from the previous month. The year to date expenditures through January 31, 2024 total \$9,704,088.72. The average cost per day of operations remained consistent from the previous month at \$45,135.30. Liabilities as of January 31, 2024 total \$4,655.57. Based upon all cash balances, SCS is currently at 57 days of cash on hand. The total liabilities and equity are negatively impacted due to not having received in the January 2024 payment from the Wyoming Department of Health, Behavioral Health Division in the amount of \$790,744.93. The December State payment was received January 10, 2024.

FY 2024 Accounts Receivable Report

Jan-24

	Beginning Balance	Charges	Payments	Adjustments	Ending Balance
Self Pay	\$ 339,239.36	\$ 60,180.58	\$ (44,023.85)	\$ (24,867.81)	\$ 330,528.28
Insurance	167,257.41	98,481.31	(49,161.97)	(49,578.13)	166,998.62
Medicaid	127,665.83	52,290.49	(51,772.08)	(12,392.37)	115,791.87
Medicare	12,919.48	4,344.96	(2,188.94)	(2,788.84)	12,286.66
EAP	16,049.95	10,039.33	(2,296.33)	(8,501.16)	15,291.79
Client Contracts	13,264.38	14,411.46	(61,961.33)	49,516.35	15,230.86
Collection	1,393,806.54		(2,159.21)	12,846.85	1,404,494.18
State Contracts	927,965.49	909,963.60	(840,418.64)	(13,216.85)	984,293.60
Cancellation/No Show	11,447.78	107.00	(262.00)	(929.98)	10,362.80
Total	\$ 676,396.41				\$ 656,128.08

Dec-23

	Beginning Balance	Charges	Payments	Adjustments	Ending Balance
Self Pay	\$ 338,636.96	\$ 53,852.41	\$ (37,264.70)	\$ (15,985.31)	\$ 339,239.36
Insurance	178,543.03	79,507.36	(49,549.15)	(41,243.83)	167,257.41
Medicaid	137,013.93	43,369.36	(45,636.13)	(7,081.33)	127,665.83
Medicare	13,206.61	5,335.66	(4,073.55)	(1,549.24)	12,919.48
EAP	13,817.82	4,482.13	(963.02)	(1,286.98)	16,049.95
Client Contracts	13,572.17	12,357.37	(29,592.06)	16,926.90	13,264.38
Collection	1,374,928.72	25,942.62	(3,494.65)	(3,570.15)	1,393,806.54
State Contracts	910,892.49	871,772.78	(999,930.15)	145,230.37	927,965.49
Cancellation/No Show	10,899.78	780.00	(232.00)	-	11,447.78
Total	\$ 694,790.52				\$ 676,396.41

Changes from Previous Month

	Charges	Payments	Adjustments	Ending Balance
Self Pay	\$ 6,328.17	\$ (6,759.15)	\$ (8,882.50)	\$ (8,711.08)
Insurance	\$ 18,973.95	\$ 387.18	\$ (8,334.30)	\$ (258.79)
Medicaid	\$ 8,921.13	\$ (6,135.95)	\$ (5,311.04)	\$ (11,873.96)
Medicare	\$ (990.70)	\$ 1,884.61	\$ (1,239.60)	\$ (632.82)
EAP	\$ 5,557.20	\$ (1,333.31)	\$ (7,214.18)	\$ (758.16)
Client Contracts	\$ 2,054.09	\$ (32,369.27)	\$ 32,589.45	\$ 1,966.48
			\$ -	
Amount Increase/Decrease	\$ 40,843.84	\$ (44,325.89)	\$ 1,607.83	\$ (20,268.33)

The total outstanding balance for amounts owed to Southwest Counseling Service for January 2024 is \$656,128.08. The receivables decreased from the previous month. The total receivables excludes Collection, State Contracts and Cancellation/No show fees.

**Southwest Counseling Service
Revenues FY24**

58%

State Contracts	FY24 Budget	Jan-24	% Month	YTD	%YTD	Difference
Outpatient Services						
MH - Outpatient	\$ 1,038,642.78	\$ 86,553.57	8%	\$ 519,321.43	50%	\$ (519,321.35)
MH - CARF	14,015.00	1,167.92	8%	7,007.52	50%	(7,007.48)
MH- Direct Care Salaries	182,343.00	15,195.25	8%	91,171.50	50%	(91,171.50)
MH- Emergency Services	29,218.00	2,434.83	8%	14,608.98	50%	(14,609.02)
MH- Regional Med. Management	133,729.00	11,144.08	8%	66,864.48	50%	(66,864.52)
MH- Regional Nursing Support	41,291.00	3,440.92	8%	20,645.52	50%	(20,645.48)
MH- Regional Early Intervention	53,302.00	4,441.83	8%	26,650.98	50%	(26,651.02)
MH- ESMI	56,277.73	4,490.01	8%	29,337.61	52%	(26,940.12)
MH- Jail Based Services	50,000.00	4,166.67	8%	25,000.02	50%	(24,999.98)
SA - Outpatient	606,870.00	50,572.50	8%	303,435.00	50%	(303,435.00)
SA- Direct Care Salaries	313,899.00	26,158.25	8%	156,949.50	50%	(156,949.50)
SA - CARF	6,100.00	508.33	8%	3,049.98	50%	(3,050.02)
SA - HB 308	454,450.00	37,870.84	8%	227,225.04	50%	(227,224.96)
MH & SA- Peer Specialist	90,000.00	7,500.00	8%	45,000.00	50%	(45,000.00)
CCRS	208,800.00	17,400.00	8%	104,400.00	50%	(104,400.00)
MH - LT Group Home -Sweetwater	632,675.31	52,722.94	8%	316,337.64	50%	(316,337.67)
MH - LT Group Home - Uinta	517,643.44	43,136.95	8%	258,821.70	50%	(258,821.74)
SOR- Medication Assisted Treatment	483,000.00	46,000.00	10%	296,637.00	61%	(186,363.00)
SA - Peer Review	2,500.00		0%	-	0%	(2,500.00)
CCBHC						
CCBHC	1,000,000.00	-	0%	548,502.85	55%	(451,497.15)
Regional Services - MH						
MH- Transitional Grp - Sweetwater	438,588.46	36,549.04	8%	219,294.23	50%	(219,294.23)
MH - SIP- Sweetwater	155,302.06	12,941.84	8%	77,651.04	50%	(77,651.02)
MH- SIP- Uinta County	207,069.41	17,255.78	8%	103,534.68	50%	(103,534.73)
MH- Transitional Grp - Uinta	389,856.40	32,488.03	8%	194,928.18	50%	(194,928.22)
MH -Sub-Acute Crisis Residential	397,917.00	33,159.76	8%	287,919.68	72%	(109,997.32)
MH -Sub-Acute Crisis Residential Uinta	79,583.00	6,631.92	8%	53,055.40	67%	(26,527.60)
Regional Services - SA						
SA - Residential	2,241,069.28	186,755.78	8%	1,120,534.68	50%	(1,120,534.60)
SA- Residential Women and Children	703,347.15	58,612.26	8%	351,673.56	50%	(351,673.59)
SA- Transitional (SL)	199,290.49	16,607.54	8%	99,645.24	50%	(99,645.25)
SA- Detox	136,417.08	11,368.09	8%	68,208.54	50%	(68,208.54)
Quality of Life						
MH - Quality of Life	102,730.00	10,291.00	10%	44,579.83	43%	(58,150.17)
SA- Quality of Life	23,680.00	1,740.00	7%	6,234.00	26%	(17,446.00)
General Funds						
County	650,488.00	54,207.33	8%	379,451.31	58%	(271,036.69)
Client Fees	370,000.00	29,776.13	8%	212,449.27	57%	(157,550.73)
Insurance	631,305.00	49,336.59	8%	348,246.43	55%	(283,058.57)
Medicaid	557,825.00	51,772.08	9%	307,101.33	55%	(250,723.67)
Medicare	44,325.00	2,065.01	5%	22,965.11	52%	(21,359.89)
EAP	61,375.00	2,296.33	4%	16,841.26	27%	(44,533.74)
DFS	5,000.00		0%	743.50	15%	(4,256.50)
DVR/DDS	2,000.00	7.00	0%	602.00	30%	(1,398.00)
Medical Service Fees	112,000.00	16,330.85	15%	62,487.59	56%	(49,512.41)
Food Stamps	99,520.00	3,298.14	3%	28,835.09	29%	(70,684.91)
Grants and Contracts						
General Contracts	110,500.00	10,518.69	10%	79,014.92	72%	(31,485.08)
Treatment Court	82,800.00	6,900.00	8%	48,300.00	58%	(34,500.00)
Federal Probation	4,000.00	-	0%	165.00	4%	(3,835.00)
County Prevention	243,229.00	-	0%	158,944.95	65%	(84,284.05)
ARPA Capital Construction	1,780,217.00	-	0%	-	0%	(1,780,217.00)
Miscellaneous Funds						
Operations Carryover	2,900,000.00	-	0%	2,900,000.00	100%	-
Reserve	1,383,095.50	-	0%	1,383,095.50	100%	-
Interest Earned	22,000.00	2,441.45	11%	13,713.57	62%	(8,286.43)
Commissary Funds	5,700.00	295.89	5%	2,345.31	41%	(3,354.69)
Miscellaneous	15,000.00	41,812.71	279%	799,545.42	5330%	784,545.42
Total Revenues	\$ 15,786,890.59	\$ 1,110,364.13	7%	\$ 12,453,073.37	79%	\$ (3,333,817.22)
Total Revenue excluding carryover	\$ 20,069,986.09			\$ 8,169,977.87	41%	

Southwest Counseling Service
Expenditures FY24

58%

Personnel	FY24 Budget	Jan-24	% Month	YTD	%YTD	Difference
Salaries	\$ 7,918,379.34	\$ 570,538.36	7%	\$ 4,117,214.16	52%	(3,801,165.18)
FICA	685,470.00	41,509.89	6%	297,546.89	43%	(387,923.11)
Wyoming Retirement	1,203,450.00	99,147.84	8%	723,548.72	60%	(479,901.28)
Health Insurance	2,138,440.00	181,540.51	8%	1,212,686.64	57%	(925,753.36)
Life Insurance	35,700.00	1,847.30	5%	12,931.80	36%	(22,768.20)
Worker's Compensation	49,000.00	4,582.14	9%	31,689.71	65%	(17,310.29)
Unemployment	25,000.00	-	0%	-	0%	(25,000.00)
Wellness	13,580.00	607.34	4%	4,393.44	32%	(9,186.56)
Background Check	11,010.00	520.67	5%	4,105.66	37%	(6,904.34)
Contracts	429,750.00	50,298.92	12%	340,207.21	79%	(89,542.79)
Contract- Transitional Grp - Uinta	389,856.40	32,488.03	8%	194,928.18	50%	(194,928.22)
Contract - SIP Uinta County	207,069.41	17,255.78	8%	103,534.68	50%	(103,534.73)
Contract - Sub-Acute Crisis Stabilization	79,583.00	6,631.92	8%	39,791.52	50%	(39,791.48)
Contract - LT Group Home - Uinta	517,643.44	43,136.95	8%	258,821.70	50%	(258,821.74)
Consultation	10,000.00	550.00	6%	9,702.00	97%	(298.00)
Recruitment	8,225.00	268.49	3%	6,697.21	81%	(1,527.79)
Travel/Vehicle Expenses						
Travel-Mileage Reimbursement	12,000.00	535.90	4%	5,947.73	50%	(6,052.27)
Vehicle Fuel	28,300.00	1,685.73	6%	12,992.09	46%	(15,307.91)
Vehicle Maintenance	16,000.00	2,600.74	16%	13,226.38	83%	(2,773.62)
Conference and Seminar Travel	22,600.00	3,623.65	16%	22,812.98	101%	212.98
Training	30,000.00	108.00	0%	28,852.40	96%	(1,147.60)
Operating						
Supplies	164,748.00	9,552.42	6%	81,511.17	49%	(83,236.83)
Food	235,295.00	27,139.83	12%	174,973.71	74%	(60,321.29)
Rent	113,400.00	11,159.00	10%	78,640.00	69%	(34,760.00)
Utilities	192,454.00	22,715.94	12%	120,776.35	63%	(71,677.65)
Insurance- G&P/ Vehicles	160,590.00	-	0%	184,060.19	115%	23,470.19
Advertising	35,500.00	4,486.25	13%	32,193.68	91%	(3,306.32)
Books/Magazines/Video	4,000.00	342.48	9%	4,049.78	101%	49.78
Client/Insurance Refund	3,000.00	-	0%	2,400.38	80%	(599.62)
Computer Hardware	50,000.00	-	0%	17,079.32	34%	(32,920.68)
Computer Software	332,975.00	8,683.50	3%	286,219.57	86%	(46,755.43)
Computer Maintenance	10,000.00	-	0%	9,586.90	96%	(413.10)
Computer Communication	57,000.00	2,855.25	5%	20,736.75	36%	(36,263.25)
Equipment	110,000.00	1,445.94	1%	9,575.20	9%	(100,424.80)
Leased Equipment	50,000.00	3,423.25	7%	26,535.47	53%	(23,464.53)
Maintenance	182,400.00	9,016.69	5%	74,255.01	41%	(108,144.99)
Postage	12,250.00	545.48	4%	5,358.04	44%	(6,891.96)
Cleaning Supplies	16,375.00	605.02	4%	7,683.32	47%	(8,691.68)
Telephone	74,000.00	9,409.12	13%	77,309.68	104%	3,309.68
Testing and Materials	20,000.00	-	0%	1,489.95	7%	(18,510.05)
Drug Testing	25,000.00	3,327.64	13%	14,677.24	59%	(10,322.76)
Client Medical	175,000.00	15,247.86	9%	94,660.82	54%	(80,339.18)
Client Rx	15,000.00	4,792.78	32%	37,318.91	249%	22,318.91
APRN Medical Lab Fees	20,000.00	1,604.00	8%	9,454.00	47%	(10,546.00)
Recreation	3,850.00	177.62	5%	1,399.21	36%	(2,450.79)
Membership Dues	30,000.00	579.00	2%	1,988.00	7%	(28,012.00)
Collection Agency	2,000.00	21.00	1%	208.32	10%	(1,791.68)
CARF	20,115.00	-	0%	-	0%	(20,115.00)
MH Quality of Life						
Medical	55,030.00	4,792.16	9%	34,514.59	63%	(20,515.41)
Emergency Subsistence	3,200.00	397.37	12%	2,155.80	67%	(1,044.20)
RX	15,000.00	2,863.98	19%	14,449.40	96%	(550.60)
Housing	5,100.00	299.00	6%	2,125.00	42%	(2,975.00)
Transportation	15,400.00	-	0%	996.45	6%	(14,403.55)
Recreation	1,000.00	-	0%	1,524.97	152%	524.97
Community Center	8,000.00	-	0%	-	0%	(8,000.00)
Regional Quality of Life						
Regional Quality of Life	23,680.00	1,902.68	8%	8,779.89	37%	(14,900.11)
Miscellaneous Expenses						
Finance Charge	2,000.00	-	0%	161.83	8%	(1,838.17)
Credit Card Fees	20,000.00	995.38	5%	9,954.41	50%	(10,045.59)
Other Expenses	32,255.00	(875.28)	-3%	751,990.14	2331%	719,735.14
Debt Service/Capital Maintenance						
Capital	830,000.00	-	0%	49,391.23	6%	(780,608.77)
ARPA Funding Capital Projects	3,113,312.50	-	0%	12,272.94	0%	(3,101,039.56)
Total Expenses	\$ 20,069,986.09	\$ 1,206,983.52	8%	\$ 9,704,088.72	48%	(10,365,897.37)

Check Register and Check Register Information Descriptions

**Southwest Counseling Service
February 2024 Check Register**

Check No.	Vendor	Program	Check Amt.
116410	Amazon	Bridges, Transitions, Independence, Continental, Admin., WAP, Crisis, Detox, Century, Duran, TC, Medical, Recovery	\$ 2,031.98
116411	CenturyLink	Continental, Crisis, Detox, Independence	210.23
116412	CenturyLink Business Services - Lumen	Mental Health	2,366.83
116413	Insurance Information Exchange	Century, Transitions, Bridges, Independence, WAP, TC, Recovery	69.55
116414	Kum&Go Fleet	QOL, Independence, Transitions, Recovery, Crisis, Detox, Duran, Century, Continental, Admin., WAP, TC	1,350.10
116415	McKesson Medical-Surgical, Inc.	Medical	470.53
116416	Nicholas & Company	Century, Duran, WAP, Crisis, Detox, Independence, Continental, WAP, Transitions	7,821.73
116417	Verizon Wireless	Mental Health, Admin., Child & Adol., Recovery, TC, Bridges, Medical, Emergency, Independence, Duran, WAP, Continental, Transitions	690.03
116418	White Mountain Water & Sewer District	WAP, Duran	443.50
116419	Wyo Waste	Child & Adol., Mental Health, Duran, WAP, TC, Recovery, Bridges, Medical, Admin., Century	1,503.60
116420	First Bankcard	Admin (Melissa Wray-Marchetti)	367.96
116421	First Bankcard	Medical, Bridges (Scott Wilcox)	1,072.99
116422	First Bankcard	QOL, Admin, Mental Health, Bridges, Continental, Independence, Transitions, Child & Adol., SOR-MAT, Bridges, Medical, Recovery	4,669.31
116423	Western Star Communications LLC	Mental Health, TC	394.00
116424	All West Communications	Continental, Mental Health, WAP, Century, Sober Living, TC, Recovery, Transitions, Crisis, Detox, Independence	3,005.25
116425	Century Link	Duran, Century, Transitions, TC, Recovery, Mental Health	623.33
116426	CenturyLink Business Services - Lumen	TC, Recovery, Admin	2,065.21
116427	Leaf Prior SVC By TimePayment	Bridges, Medical	120.00
116428	Pitney Bowes Purchase Power	TC, Recovery	605.00

**Southwest Counseling Service
February 2024 Check Register**

116429	RMP- Rocky Mountain Power	Crisis, Detox, Continental, Independence, Sober Living, SIP, Child & Adol., Duran, WAP, Transitions, Mental Health, Century	1,667.99
116430	RS Municipal Utility	Bridges, Medical, TC, Recovery, Century, Transitions, Independence, Continental, Crisis, Detox, Admin., Mental Health, Child & Adol.	2,941.98
116431	U.S. Bank	TC, Recovery	1,474.49
116432	FedEx	3-MAT-SOR	30.85
116433	Ace Hardware	Century, Admin	47.97
116434	AdTel International, Inc.	TC, Mental Health	1,215.00
116435	All Pro Storage	Admin	270.00
116436	Amazon	Admin, TC, WAP, Crisis, Century, Duran	1,358.52
116437	Aspen Construction	TC, Recovery, Bridges, Medical, Mental Health, Transitions	3,780.00
116438	BluSky Restoration Contractors LLC	Child & Adol.	2,540.52
116439	CenturyLink Business Services - Lumen	TC, Recovery, Bridges, Medical	2,819.76
116440	Copier & Supply	Mental Health, TC, Recovery, Admin., Bridges, Medical	1,569.33
116441	Crum Electric Supply	TC	37.47
116442	Decker Glass	TC	238.70
116443	Dell Technologies	BH-VOA	11,625.31
116444	Dominion Energy	Sober Living, SIP, Continental, Bridges, Medical, Crisis, Detox, Transitions, TC, Recovery, Independence, Admin., Mental Health, Child & Adol.	7,978.81
116445	Eagle Uniform & Supply Co.	TC, Recovery, Mental Health	1,052.94
116446	Electrical Connections, Inc.	WAP	133.50
116447	Electronic Network System	Admin	107.49
116448	Farmers Brothers	Bridges, TC, Recovery	2,438.31
116449	Green River Star	Admin	80.00
116450	Hagemann, Andrew	CCBHC, Admin, 3-SOR-MAT	4,800.00
116451	Hazelden Publishing	Century, Duran, WAP	411.95
116452	Home Depot- Credit Services	Admin., TC, Recovery, Mental Health, Bridges, Medical, Duran	2,912.72
116453	LocumTenens	Psychiatric	32,166.02
116454	Netsmart	Admin	8,319.54
116455	Nicholas & Company	Century, Duran, WAP, Crisis, Detox, Independence, Continental, WAP, Transitions	11,288.90
116456	OPEN MINDS	BH-VOA	20,325.00
116457	Performance Overhead Door Inc.	TC, Recovery	661.96
116458	Pioneer Counseling Service	Admin	99,512.68
116459	Plan One/Architects	Bridges, Duran, WAP, Jonah	18,409.42
116460	Quill	Admin	61.98

**Southwest Counseling Service
February 2024 Check Register**

116461	Redwood Toxicology Laboratory	Recovery, Mental Health, Admin., Duran	283.38
116462	RMP- Rocky Mountain Power	TC, Recovery, Bridges, Medical	4,851.77
116463	Royal Flush	Prevention	450.00
116464	SCS	3-SOR-MAT	11,825.41
116465	SCS	QOL	VOID
116466	SCS	3-SOR-MAT (Medical)	VOID
116467	Shadow Ridge	Sober Living	5,075.00
116468	Silver Ridge Village	SIP	6,165.42
116469	Smiths	3 SOR-MAT, QOL, WAP, TC	7,216.65
116470	Sources of Strength Inc.	Prevention	45,000.00
116471	SST Testing Plus, Inc.	Mental Health, Recovery	1,135.00
116472	Swan-Smith, Patricia	Recovery, CCBHC	1,542.90
116473	SweetwaterNOW	Prevention	2,050.00
116474	Terminix	Bridges, Medical, WAP, Century, Duran, Transitions, Independence, Crisis, Detox, Continental, Child & Adol.	599.00
116475	The Radio Network	Admin	300.00
116476	Top-Tech Auto Service	TC, Crisis, Detox	760.64
116477	University of Utah Medical Center - Psych	Psychiatric	9,250.00
116478	Valvoline Instant Oil Change	Admin., TCM, TC	428.30
116479	Vaughn's Plumbing & Heating	TC, Recovery	100.00
116480	VLCM	TC, Recovery	16,536.10
116481	Wal-Mart	Century, Duran, WAP, Crisis, Detox, Independence, Transitions, Continental, 3 SOR MAT, Admin., Bridges, TC, Recovery	13,311.03
116482	WyoData Security Inc.	TC, Recovery, Mental Health	230.00
116483	Wyoelectric, Inc.	Continental, Crisis, Detox, Independence	11,844.22
116484	Wyoming Dept. of Health	Medical	948.00
116485	WyoRadio	Prevention	1,032.25
116486	Rock Springs Winnelson	Duran, Continental, Crisis, Detox	358.35
116487	Bauer, Michael	Mental Health	48.24
116488	Bramwell, Kimberly	Mental Health	40.00
116489	Brown, Rhonda	TC	233.88
116490	Christensen, Vanessa	Medical	45.96
116491	Cook, Rae	Admin	69.99
116492	Coon, Olivia	Admin	9.72
116493	Gilmore, Stephanie	TC	52.31
116494	Gomez, Janell	Mental Health	63.06
116495	Gonzalez, Heather	Admin	15.32
116496	Grenier, Dana	Medical	40.00
116497	Haney, Shaelyn	Prevention	40.77
116498	Little, Ross	Mental Health	154.43
116499	Love, Michal	Child & Adol.	40.00
116500	Lux, Jason	Prevention	27.83
116501	McKenzie, Riley	Mental Health	40.00
116502	Norton, Krystle	Recovery	178.97

**Southwest Counseling Service
February 2024 Check Register**

116503	Pate, Shawneen	Recovery	30.74
116504	Robbins, Elisa	Mental Health	37.40
116505	Schmid-Pizzato, Laura	TC	60.77
116506	Swanson, Stephanie	Recovery	20.97
116507	Vavra, Mona	Bridges	17.50
116508	Wray-Marchetti, Melissa	Admin	40.00
116509	Petty Cash	Continental, Independence, Transitions, Admin., QOL, SAQOL	478.25
116510	High Security Lock & Alarm	Continental, Independence	130.00
116511	Hunter Family Medical	Medical	203.00
116512	Plan One/Architects	Bridges, Duran, WAP, Jonah	5,454.64
116513	Coon, Olivia	Admin	9.92
116514	Scott, Julie	Admin	34.31
116515	SCS	QOL	6,010.05
116516	SCS	3-SOR-MAT	2,335.45
116517	Kronos	Admin	1,573.65
116518	Oceguera, Mireya	Mental Health	100.00
116519	Wyoming Dept. of Workforce Services	Personnel	2,045.03
116520	Child Support Services - Utah	Payroll Deduction	268.00
116521	Aflac Group	Payroll Deduction	1,612.56
116522	AFLAC	Payroll Deduction	1,015.43
116523	Circuit Court Third Judicial District	Payroll Deduction	744.16
116524	Great-West Trust Company	Payroll Deduction	1,370.00
116525	NCBERS Wyoming	Payroll Deduction	224.00
116526	Wyoming Retirement System	Personnel	113,444.37
116527	WY Child Support Enforcement	Payroll Deduction	502.00
116528	Goldman Sachs 529 Plan	Payroll Deduction	2,000.00
116529	Sweetwater County Section 125	Payroll Deduction	4,893.26
116530	Sweetwater County Health Savings Account	Personnel and Payroll Deductions	2,989.16
116531	Sweetwater County Claim Fund	Personnel and Payroll Deductions	197,227.16
116532	Blomquist Hale Consulting	Personnel	530.98
116533	Transamerica	Personnel	1,854.30
EFTPS	Aspire	Payroll Deduction	2,500.00
EFTPS	RSNB	Personnel and Payroll Deductions	777.44
EFTPS	RSNB	Personnel and Payroll Deductions	705.12
EFTPS	RSNB	Personnel and Payroll Deductions	144,078.92
11440 - 11450 & Electronic	Salaries	Payroll	478,696.02

\$ 1,388,568.70

February 2024 Check Register Information Descriptions				
Check No.	Vendor	Program	Check Amt.	Description
116437	Aspen Construction	TC, Recovery, Bridges, Medical, Mental Health, Transitions	3,780.00	Snow removal 1/17, 1/18, 1/26, and 2/4 at all buildings. Water leak on main line at Churchill resulted in pipe replacement and valve checks. Jetted sewer line at Foothill back building.
116438	BluSky Restoration Contractors LLC	Child & Adol.	2,540.52	Cleaned up areas with mold at Rosen. Placed walls back up and put bathroom back together.
116441	Crum Electric Supply	TC	37.47	Purchase of Battery Hawk tool
116442	Decker Glass	TC	238.70	Replaced windshield in 2008 Chevy Suburban, Vin: 168738.
116443	Dell Technologies	BH-VOA	11,625.31	Dell Precision Workstation 7680 CTO & Travel Mouse, Qty: 2. Dell Latitude 7340 XCTO, Briefcase, and Travel Mouse, Qty: 5
116446	Electrical Connections, Inc.	WAP	133.50	Troubleshoot light switches in stairwell. Fixed wiring and replaced light fixture.
116451	Hazelden Publishing	Century, Duran, WAP	411.95	MDL Custom Oval Special Order: Antique Bronze Medallions
116454	Netsmart	Admin	8,319.54	myHealthPointe Portal 3/1/24-2/28/25
116457	Performance Overhead Door Inc.	TC, Recovery	661.96	Door at Foothill would not close. Repaired liftmaster L5 logic and power board.
116459	Plan One/Architects	Bridges, Duran, WAP, Jonah	18,409.42	Schematic Design Phase
116460	Quill	Admin	61.98	Label writers, Qty: 2
116465	SCS	QOL	Void	Breakdown error. Client's charges needed split between MAT and QOL. Reissued as check number 116515.
116466	SCS	3-SOR-MAT	Void	Breakdown error. Client's QOL charge should have been broken down to reflect MAT charges. Reissued as check number 116516.
116470	Sources of Strength Inc.	Prevention	45,000.00	Sources of Strength Train-The-Trainer Advanced Skills Session (Cost includes materials, training, and support).
116476	Top-Tech Auto Service	TC, Crisis, Detox	760.64	Replaced HVAC blower motor, resistor, and blower motor wheel in 2007 Ford E-350, vin # 71523. Replaced AC Delco Oil filter, engine crankshaft position sensor R&R, and added engine oil to 2005 Dodge Ram, vin #156940. Added engine oil and replaced AC Delco oil filter in 2020 Chevrolet Tahoe, vin # 233767.
116479	Vaughn's Plumbing & Heating	TC, Recovery	100.00	Vent was coming off dryer at Foothill. Replaced vent.
116480	VLCM	TC, Recovery	16,536.10	Cisco Meraki MR44 Cloud Manage, Qty: 10. Cisco Meraki Enterprise Cloud, Qty: 10. (Wireless Access)
116483	Wyoelectric, Inc.	Continental, Crisis, Detox, Independence	11,844.22	Gutter heat trace & breaker installation. Removed old 1/2" conduit and replaced with 3/4" conduit.
116512	Plan One/Architects	Bridges, Duran, WAP, Jonah	5,454.64	Design Development Billable Hours

CEO Report

**CEO REPORT
FEBRUARY 2024**

This has been a busy month with meeting in Cheyenne for legislative issues, meetings for Behavioral Health Redesign with the Division of Behavioral Health, and two requests for proposals for Crisis Services Continuum of Care and Advertising Campaign on Behavioral Health issues. SCS was also able to fill the position for the Psychosocial Manager. The two requests for RFP's are in the packet.

Commissioner Keaton West, Commissioner Island Richards, Mr. Eric Bingham, Mr. John DeLeon and Ms. Raven Beattie met with Ms. Laura Schmid-Pizzato and myself on impact dollars for the Project West Trona Project. Sweetwater County is anticipating an industrial siting permit on the Project West. SCS will need to submit a dollar amount to the County by February 28, 2024. This group met at one of the residential houses and was able to see the layout of the facility.

FACILITIES: I have enclosed information from Mr. Rich Fischer with recommendations for the buildings and costing for safety improvement for Ankeny, College Hill, Jonah and Foothill. The recommendation was for the front receptionist area to have ballistic film. The individual from DJ's Glass Plus recommended bullet-proof glass for the receptionist areas since the ballistic film would not stop a bullet. I have sent this information to Mr. Gene Legerski, Director of Public Works for Sweetwater County. The upgrade for safety would require approval by the BOCC.

BEHAVIORAL HEALTH REDESIGN: With the redesign, SCS will have to have a Medicaid number for every client and then proceed to the tier system. This is going to be labor intensive. SCS will continue to process health insurance from individuals and bill the individuals accordingly. SCS will need to have a sliding fee structure, not for Behavioral Health Redesign. CCBHC and HRSA require sliding fee scales. The proposed sliding fee scale will be presented to the board in February for informational purposes and to address any questions.

LEGISLATIVE ISSUES:

I did attend WAMHSAC meeting on February 12 and 13 in Cheyenne. The House defeated the proposal of \$15.2 million being restored to the Behavioral Health System. Another amendment was proposed on the Senate side and did receive support to be considered. This is positive.

HB144-Suicide Prevention/988 Funding did pass for consideration.

HB169 Mental Health Task Force Continuation did pass.

PREVIOUS BUSINESS:

BEHAVIORAL HEALTH REDESIGN: The start date is fast approaching. I received the MOU and BAA back from Enroll Wyoming on Tuesday, February 20, 2024 and sent to Mr. Rob Piper for review. I do not know if it will be in the board packet for this month depending on Mr. Piper's recommendation. I plan on SCS staff having to enroll the clients of the agency into Medicaid to

determine eligibility for Medicaid and Medicaid B. Presently, behavioral health centers who have the agreement in place and working to enroll their clients have encountered problems with clients being required an e-mail address and notification going to the individual and not the center. I have talked with Ms. Melissa Wray-Marchetti, CFO, about a line of credit for the agency. With SCS receiving 40% of the 40% of the contract with the State, I think if the Board agreed to this, it will have to go before the BOCC for their approval.

PSYCHOSOCIAL MANAGER POSITION: As you know, Scott Wilcox will be retiring on March 15. SCS did advertise the position and received three applicants, two internal and one outside the agency. The two internal applicants met the qualifications required. Both individuals are excellent candidates. There was an interview committee with outlined questions and the selection was for Mr. Ross Little. Mr. Ross Little has been with the agency for 14 years as an outpatient clinician. Mr. Ross Little will start the transition and be able to spend time with Mr. Wilcox.

NEW BUSINESS:

APPLICATIONS FOR PROPOSALS: There are two requests for application for Crisis Service Continuum of Care and Advertising Campaign. The Crisis Service Continuum of Care outlined four distinct areas to apply for: Crisis Intervention Services; 23-Hour Observation; Sub-Acute Crisis Residential and Crisis Stabilization Unit. I applied for Crisis Intervention and Sub-Acute Crisis Residential since SCS does not meet the criteria of 23-Hour Observation or Crisis Stabilization Unit. The application for Crisis Intervention Services and Sub-Acute Residential are enclosed. The application for the Advertising Campaign will not be completed prior to the board packet being sent out. I will send the application to Mr. Rich Fischer and Ms. Kristi Kauppi prior to the board meeting so they can report to the Board.

2023 ADULT MENTAL HEALTH STATISTIC IMPROVEMENT PLAN FOR SCS: This is the Wyoming Consumer Survey that SCS is required to participate in. SCS had a total of 96 responses. This is the first time that consumers were asked to download the bar code and fill out the survey and the paper form came a few days prior to the survey ending. There are five areas the survey addresses: Access, Planning, Culture, Quality and Social. For Access SCS received 84%; Planning 83%; Culture 74%; Quality 86% and Social 68%. I sent a copy of this document to the board and also enclosed the overall results in the board packet. There are questions that are directed at each area. The results are positive for the agency. I have informed the Behavioral Health Division that paper survey need to arrive prior to the start date of admission and note pads at the offices were beneficial for clients being willing to fill out the survey.

CLOUD SERVICES FOR THE BOARD: Would the board members like to access the board packet from a cloud service?

OPEN MINDS: This is the consulting firm that SCS is working with to assist in the changes and challenges with Behavioral Health Redesign. Raymond Wolfe is recommending two onsite visits to complete a SWOT analysis (Strength, Weaknesses, Opportunities and Threats) to evaluate SCS competitive position and to develop a strategic planning for SCS future. The additional cost for this would be travel, motel and meals for Mr. Wolfe.

BOARD ACTION REQUIRED:

ITEM A: SLIDING FEE SCALE FOR 2024 – Request for review of the 2024 Sliding Fee Scale.

ITEM B: INFLEXION AGREEMENT SUBSCRIPTION RENEWAL – Request to renew the 2024 quote and approval and signature of the BAA to utilize the software that allows for computerized testing for the ASI. The ASI is an assessment tool that assists in level of care determination. The annual agreement cost is \$2,280.00 and allows for up to 300 tests. The subscription is based upon historical use and the agreement is thus created based upon the number of tests utilized.

ITEM C: WWCC FACILITIES USE AGREEMENT – Request for review and approval to utilize space at WWCC by the Prevention Specialists to provide a training for a peer lead program for the school staff of SCSD#1 and #2 along with surrounding county school staff. The training is related to all focus areas of the Prevention grant. The date of the event is June 3-6 from 8am-5pm. There is no cost for the facility.

ITEM D: ARPA CERTIFICATION STATEMENT – SCS is required to have on file with the Office of State Lands and Investments a Certification Statement Form in order to draw down the funds from SLIB for the ARPA agreements.

ITEM E: MOUNTAINLAND SUPPLY COMPANY – Request for a direct-bill and line of credit of \$2,000. Mountainland supplies plumbing parts other local retailers do not.

Board Action Documents

Proposed Sliding Fee Scales 2024

Southwest Counseling Service

Fee Schedule for Service Types

<u>Service</u>	<u>Unit</u>	<u>Full Fee</u>	<u>Maximum Client Responsibility</u>
Clinical Assessment MH	Hour	\$ 300.00	SCS Sliding Fee
D/A or D/V Evaluation	Flat Fee	\$ 300.00	\$ 175.00
ASI/DV Testing	Flat Fee	\$ 40.00	\$ 40.00
Open Client D/A or D/V Evaluation	Hour	\$ 200.00	SCS Sliding Fee
Individual and Family Therapy	Hour	\$ 230.00	SCS Sliding Fee
Community Based Therapy	Hour	\$ 200.00	SCS Sliding Fee
Outpatient Group	Hour	\$ 100.00	SCS Sliding Fee
Intensive Outpatient Group	Hour	\$ 50.00	SCS Sliding Fee
Case Management	Hour	\$ 200.00	Not Billed to Client
Day Treatment Group	Hour	\$ 100.00	SCS Sliding Fee
Emergency Services	Hour	\$ 200.00	Not Subject to SCS Sliding Fee Scale
Education Services	Hour	\$ 50.00	Not Subject to SCS Sliding Fee Scale
Psychiatric	Hour	\$ 300.00	Depending upon complexity
Psychological Evaluation	First Hour	\$ 350.00	Not Subject to SCS Sliding Fee Scale
	Each Additional Hour	\$ 250.00	Not Subject to SCS Sliding Fee Scale
<u>Psychological Testing add on to Evaluation</u>			
Development Screening	Flat Fee	\$ 50.00	Not Subject to SCS Sliding Fee Scale
Emotional/Behavioral Screening	Flat Fee	\$ 13.50	Not Subject to SCS Sliding Fee Scale
Administration of Testing	Flat Fee	\$ 56.00	Not Subject to SCS Sliding Fee Scale
Automated Testing	Flat Fee	\$ 4.50	Not Subject to SCS Sliding Fee Scale
SA Residential Treatment Services	Day	\$ 175.00	SCS Sliding Fee
MH Residential Group Home	Day	\$ 18.00	SCS Sliding Fee
MH Residential Supported Apartments	Day	\$ 10.00	SCS Sliding Fee
SUD Transitional Housing	Day	\$ 10.00	SCS Sliding Fee
Missed Appointment	Per Occurrence	\$ 10.00	Client Responsibility
DUI Evaluation	Evaluation	\$ 240.00	\$ 175.00
DUI Class	Class	\$ 140.00	Not Subject to SCS Sliding Fee Scale

MH Evals are billed off of the Sliding Fee Scale and DA/DV are billed at the flat fee, with maximum client responsibility of \$175. SCS Assessments are billed to third party payers at the full rate of \$240. If an individual comes to the agency with an ASI completed, the maximum client responsibility will be \$175. The ASI is billed to those clients that have had an assessment with SCS within the last year, however the ASI has been completed more than 90 days ago. Agency Based Emergency Services are billed based on the Sliding Fee Scale.

SCS MH Assessment Services Sliding Fee Scale Effective March 1, 2024

FPL	Annual Income		Household Size								Percent of Fee	
			1	2	3	4	5	6	7	8+		
100%	\$0.00	- \$ 15,060	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	2%
133%	15,061	- 20,030	\$ 8.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	4%
138%	20,031	- 20,783	\$ 12.00	\$ 8.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	6%
150%	20,784	- 22,590	\$ 16.00	\$ 12.00	\$ 8.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	8%
200%	22,591	- 30,120	\$ 22.00	\$ 16.00	\$ 12.00	\$ 8.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	11%
250%	30,121	- 37,650	\$ 28.00	\$ 22.00	\$ 16.00	\$ 12.00	\$ 8.00	\$ 8.00	\$ 4.00	\$ 4.00	\$ 4.00	14%
300%	37,651	- 45,180	\$ 34.00	\$ 28.00	\$ 22.00	\$ 16.00	\$ 12.00	\$ 8.00	\$ 8.00	\$ 4.00	\$ 4.00	17%
350%	45,181	- 52,710	\$ 40.00	\$ 34.00	\$ 28.00	\$ 22.00	\$ 16.00	\$ 12.00	\$ 8.00	\$ 8.00	\$ 4.00	20%
400%	52,711	- 60,240	\$ 46.00	\$ 40.00	\$ 34.00	\$ 28.00	\$ 22.00	\$ 16.00	\$ 12.00	\$ 8.00	\$ 8.00	23%
450%	60,241	- 67,770	\$ 52.00	\$ 46.00	\$ 40.00	\$ 34.00	\$ 28.00	\$ 22.00	\$ 16.00	\$ 12.00	\$ 12.00	26%
500%	67,771	- 75,300	\$ 60.00	\$ 52.00	\$ 46.00	\$ 40.00	\$ 34.00	\$ 28.00	\$ 22.00	\$ 16.00	\$ 16.00	30%
550%	75,301	- 82,830	\$ 68.00	\$ 60.00	\$ 52.00	\$ 46.00	\$ 40.00	\$ 34.00	\$ 28.00	\$ 22.00	\$ 22.00	34%
600%	82,831	- 90,360	\$ 76.00	\$ 68.00	\$ 60.00	\$ 52.00	\$ 46.00	\$ 40.00	\$ 34.00	\$ 28.00	\$ 28.00	38%
650%	90,361	- 97,890	\$ 84.00	\$ 76.00	\$ 68.00	\$ 60.00	\$ 52.00	\$ 46.00	\$ 40.00	\$ 34.00	\$ 34.00	42%
700%	97,891	- 105,420	\$ 92.00	\$ 84.00	\$ 76.00	\$ 68.00	\$ 60.00	\$ 52.00	\$ 46.00	\$ 40.00	\$ 40.00	46%
750%	105,421	- 112,950	\$ 100.00	\$ 92.00	\$ 84.00	\$ 76.00	\$ 68.00	\$ 60.00	\$ 52.00	\$ 46.00	\$ 46.00	50%
800%	112,951	- 120,480	\$ 110.00	\$ 100.00	\$ 92.00	\$ 84.00	\$ 76.00	\$ 68.00	\$ 60.00	\$ 52.00	\$ 52.00	55%
900%	120,481	- 135,540	\$ 120.00	\$ 110.00	\$ 100.00	\$ 92.00	\$ 84.00	\$ 76.00	\$ 68.00	\$ 60.00	\$ 60.00	60%
1000%	135,541	- 150,600	\$ 130.00	\$ 120.00	\$ 110.00	\$ 100.00	\$ 92.00	\$ 84.00	\$ 76.00	\$ 68.00	\$ 68.00	65%
1100%	150,601	- 165,660	\$ 140.00	\$ 130.00	\$ 120.00	\$ 110.00	\$ 100.00	\$ 92.00	\$ 84.00	\$ 76.00	\$ 76.00	70%
1200%	165,661	- 180,720	\$ 150.00	\$ 140.00	\$ 130.00	\$ 120.00	\$ 110.00	\$ 100.00	\$ 92.00	\$ 84.00	\$ 84.00	75%
1300%	180,721	- 195,780	\$ 162.00	\$ 150.00	\$ 140.00	\$ 130.00	\$ 120.00	\$ 110.00	\$ 100.00	\$ 92.00	\$ 92.00	81%
1400%	195,781	- 210,840	\$ 174.00	\$ 162.00	\$ 150.00	\$ 140.00	\$ 130.00	\$ 120.00	\$ 110.00	\$ 100.00	\$ 100.00	87%
1600%	210,841	- 240,960	\$ 186.00	\$ 174.00	\$ 162.00	\$ 150.00	\$ 140.00	\$ 130.00	\$ 120.00	\$ 110.00	\$ 110.00	93%
1800%	240,961	- 271,080	\$ 300.00	\$ 186.00	\$ 174.00	\$ 162.00	\$ 150.00	\$ 140.00	\$ 130.00	\$ 120.00	\$ 120.00	100%

Southwest Counseling Service sliding fee scale is consistent with the guidelines as defined by the Health Resources and Services Administration for Contractors participating in the National Health Service Corps as well as in compliance with the Behavioral Health Division Sliding Fee Scale guidelines. All fees are based upon gross annual income and household size per Federal Poverty Guideline levels. The sliding fee is not applied to agencies, organizations and third party payers; it will be applied only to the client's payment responsibility.

SCS Individual Services Sliding Fee Scale Effective March 1, 2024

FPL	Annual Income		Household Size								Percent of Fee		
			1	2	3	4	5	6	7	8+			
100%	\$0.00	- \$ 15,060	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	2%
133%	15,061	- 20,030	\$ 8.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	4%
138%	20,031	- 20,783	\$ 12.00	\$ 8.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	6%
150%	20,784	- 22,590	\$ 16.00	\$ 12.00	\$ 8.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	8%
200%	22,591	- 30,120	\$ 22.00	\$ 16.00	\$ 12.00	\$ 8.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	11%
250%	30,121	- 37,650	\$ 28.00	\$ 22.00	\$ 16.00	\$ 12.00	\$ 8.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	14%
300%	37,651	- 45,180	\$ 34.00	\$ 28.00	\$ 22.00	\$ 16.00	\$ 12.00	\$ 8.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	17%
350%	45,181	- 52,710	\$ 40.00	\$ 34.00	\$ 28.00	\$ 22.00	\$ 16.00	\$ 12.00	\$ 8.00	\$ 4.00	\$ 4.00	\$ 4.00	20%
400%	52,711	- 60,240	\$ 46.00	\$ 40.00	\$ 34.00	\$ 28.00	\$ 22.00	\$ 16.00	\$ 12.00	\$ 8.00	\$ 4.00	\$ 8.00	23%
450%	60,241	- 67,770	\$ 52.00	\$ 46.00	\$ 40.00	\$ 34.00	\$ 28.00	\$ 22.00	\$ 16.00	\$ 12.00	\$ 8.00	\$ 12.00	26%
500%	67,771	- 75,300	\$ 60.00	\$ 52.00	\$ 46.00	\$ 40.00	\$ 34.00	\$ 28.00	\$ 22.00	\$ 16.00	\$ 12.00	\$ 16.00	30%
550%	75,301	- 82,830	\$ 68.00	\$ 60.00	\$ 52.00	\$ 46.00	\$ 40.00	\$ 34.00	\$ 28.00	\$ 22.00	\$ 16.00	\$ 22.00	34%
600%	82,831	- 90,360	\$ 76.00	\$ 68.00	\$ 60.00	\$ 52.00	\$ 46.00	\$ 40.00	\$ 34.00	\$ 28.00	\$ 22.00	\$ 28.00	38%
650%	90,361	- 97,890	\$ 84.00	\$ 76.00	\$ 68.00	\$ 60.00	\$ 52.00	\$ 46.00	\$ 40.00	\$ 34.00	\$ 28.00	\$ 34.00	42%
700%	97,891	- 105,420	\$ 92.00	\$ 84.00	\$ 76.00	\$ 68.00	\$ 60.00	\$ 52.00	\$ 46.00	\$ 40.00	\$ 34.00	\$ 40.00	46%
750%	105,421	- 112,950	\$ 100.00	\$ 92.00	\$ 84.00	\$ 76.00	\$ 68.00	\$ 60.00	\$ 52.00	\$ 46.00	\$ 40.00	\$ 46.00	50%
800%	112,951	- 120,480	\$ 110.00	\$ 100.00	\$ 92.00	\$ 84.00	\$ 76.00	\$ 68.00	\$ 60.00	\$ 52.00	\$ 46.00	\$ 52.00	55%
900%	120,481	- 135,540	\$ 120.00	\$ 110.00	\$ 100.00	\$ 92.00	\$ 84.00	\$ 76.00	\$ 68.00	\$ 60.00	\$ 52.00	\$ 60.00	60%
1000%	135,541	- 150,600	\$ 130.00	\$ 120.00	\$ 110.00	\$ 100.00	\$ 92.00	\$ 84.00	\$ 76.00	\$ 68.00	\$ 60.00	\$ 68.00	65%
1100%	150,601	- 165,660	\$ 140.00	\$ 130.00	\$ 120.00	\$ 110.00	\$ 100.00	\$ 92.00	\$ 84.00	\$ 76.00	\$ 68.00	\$ 76.00	70%
1200%	165,661	- 180,720	\$ 150.00	\$ 140.00	\$ 130.00	\$ 120.00	\$ 110.00	\$ 100.00	\$ 92.00	\$ 84.00	\$ 76.00	\$ 84.00	75%
1300%	180,721	- 195,780	\$ 162.00	\$ 150.00	\$ 140.00	\$ 130.00	\$ 120.00	\$ 110.00	\$ 100.00	\$ 92.00	\$ 84.00	\$ 92.00	81%
1400%	195,781	- 210,840	\$ 174.00	\$ 162.00	\$ 150.00	\$ 140.00	\$ 130.00	\$ 120.00	\$ 110.00	\$ 100.00	\$ 92.00	\$ 100.00	87%
1600%	210,841	- 240,960	\$ 186.00	\$ 174.00	\$ 162.00	\$ 150.00	\$ 140.00	\$ 130.00	\$ 120.00	\$ 110.00	\$ 100.00	\$ 110.00	93%
1800%	240,961	- 271,080	\$ 230.00	\$ 186.00	\$ 174.00	\$ 162.00	\$ 150.00	\$ 140.00	\$ 130.00	\$ 120.00	\$ 110.00	\$ 120.00	100%

Southwest Counseling Service sliding fee scale is consistent with the guidelines as defined by the Health Resources and Services Administration for Contractors participating in the National Health Service Corps as well as in compliance with the Behavioral Health Division Sliding Fee Scale guidelines. All fees are based upon gross annual income and household size per Federal Poverty Guideline levels. The sliding fee is not applied to agencies, organizations and third party payers; it will be applied only to the client's payment responsibility.

SCS Group Services Sliding Fee Scale Effective March 1, 2024

FPL	Annual Income	Household Size								Percent of Fee
		1	2	3	4	5	6	7	8+	
100%	\$0.00 - \$ 15,060	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	2%
133%	15,061 - 20,030	\$ 4.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	4%
138%	20,031 - 20,783	\$ 6.00	\$ 4.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	6%
150%	20,784 - 22,590	\$ 8.00	\$ 6.00	\$ 4.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	8%
200%	22,591 - 30,120	\$ 11.00	\$ 8.00	\$ 6.00	\$ 4.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	11%
250%	30,121 - 37,650	\$ 14.00	\$ 11.00	\$ 8.00	\$ 6.00	\$ 4.00	\$ 2.00	\$ 2.00	\$ 2.00	14%
300%	37,651 - 45,180	\$ 17.00	\$ 14.00	\$ 11.00	\$ 8.00	\$ 6.00	\$ 4.00	\$ 2.00	\$ 2.00	17%
350%	45,181 - 52,710	\$ 20.00	\$ 17.00	\$ 14.00	\$ 11.00	\$ 8.00	\$ 6.00	\$ 4.00	\$ 2.00	20%
400%	52,711 - 60,240	\$ 23.00	\$ 20.00	\$ 17.00	\$ 14.00	\$ 11.00	\$ 8.00	\$ 6.00	\$ 4.00	23%
450%	60,241 - 67,770	\$ 26.00	\$ 23.00	\$ 20.00	\$ 17.00	\$ 14.00	\$ 11.00	\$ 8.00	\$ 6.00	26%
500%	67,771 - 75,300	\$ 30.00	\$ 26.00	\$ 23.00	\$ 20.00	\$ 17.00	\$ 14.00	\$ 11.00	\$ 8.00	30%
550%	75,301 - 82,830	\$ 34.00	\$ 30.00	\$ 26.00	\$ 23.00	\$ 20.00	\$ 17.00	\$ 14.00	\$ 11.00	34%
600%	82,831 - 90,360	\$ 38.00	\$ 34.00	\$ 30.00	\$ 26.00	\$ 23.00	\$ 20.00	\$ 17.00	\$ 14.00	38%
650%	90,361 - 97,890	\$ 42.00	\$ 38.00	\$ 34.00	\$ 30.00	\$ 26.00	\$ 23.00	\$ 20.00	\$ 17.00	42%
700%	97,891 - 105,420	\$ 46.00	\$ 42.00	\$ 38.00	\$ 34.00	\$ 30.00	\$ 26.00	\$ 23.00	\$ 20.00	46%
750%	105,421 - 112,950	\$ 50.00	\$ 46.00	\$ 42.00	\$ 38.00	\$ 34.00	\$ 30.00	\$ 26.00	\$ 23.00	50%
800%	112,951 - 120,480	\$ 55.00	\$ 50.00	\$ 46.00	\$ 42.00	\$ 38.00	\$ 34.00	\$ 30.00	\$ 26.00	55%
900%	120,481 - 135,540	\$ 60.00	\$ 55.00	\$ 50.00	\$ 46.00	\$ 42.00	\$ 38.00	\$ 34.00	\$ 30.00	60%
1000%	135,541 - 150,600	\$ 65.00	\$ 60.00	\$ 55.00	\$ 50.00	\$ 46.00	\$ 42.00	\$ 38.00	\$ 34.00	65%
1100%	150,601 - 165,660	\$ 70.00	\$ 65.00	\$ 60.00	\$ 55.00	\$ 50.00	\$ 46.00	\$ 42.00	\$ 38.00	70%
1200%	165,661 - 180,720	\$ 75.00	\$ 70.00	\$ 65.00	\$ 60.00	\$ 55.00	\$ 50.00	\$ 46.00	\$ 42.00	75%
1300%	180,721 - 195,780	\$ 81.00	\$ 75.00	\$ 70.00	\$ 65.00	\$ 60.00	\$ 55.00	\$ 50.00	\$ 46.00	81%
1400%	195,781 - 210,840	\$ 87.00	\$ 81.00	\$ 75.00	\$ 70.00	\$ 65.00	\$ 60.00	\$ 55.00	\$ 50.00	87%
1600%	210,841 - 240,960	\$ 93.00	\$ 87.00	\$ 81.00	\$ 75.00	\$ 70.00	\$ 65.00	\$ 60.00	\$ 55.00	93%
1800%	240,961 - 271,080	\$ 100.00	\$ 93.00	\$ 87.00	\$ 81.00	\$ 75.00	\$ 70.00	\$ 65.00	\$ 60.00	100%

Southwest Counseling Service sliding fee scale is consistent with the guidelines as defined by the Health Resources and Services Administration for Contractors participating in the National Health Service Corps as well as in compliance with the Behavioral Health Division Sliding Fee Scale guidelines. All fees are based upon gross annual income and household size per Federal Poverty Guideline levels. The sliding fee is not applied to agencies, organizations and third party payers; it will be applied only to the client's payment responsibility.

SCS IOP Group Sliding Fee Scale Effective March 1, 2024

FPL	Annual Income		Household Size								Percent of Fee	
			1	2	3	4	5	6	7	8+		
100%	\$0.00	- \$ 15,060	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	2%
133%	15,061	- 20,030	\$ 2.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	4%
138%	20,031	- 20,783	\$ 3.00	\$ 2.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	6%
150%	20,784	- 22,590	\$ 4.00	\$ 3.00	\$ 2.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	8%
200%	22,591	- 30,120	\$ 5.50	\$ 4.00	\$ 3.00	\$ 2.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	11%
250%	30,121	- 37,650	\$ 7.00	\$ 5.50	\$ 4.00	\$ 3.00	\$ 2.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	14%
300%	37,651	- 45,180	\$ 8.50	\$ 7.00	\$ 5.50	\$ 4.00	\$ 3.00	\$ 2.00	\$ 1.00	\$ 1.00	\$ 1.00	17%
350%	45,181	- 52,710	\$ 10.00	\$ 8.50	\$ 7.00	\$ 5.50	\$ 4.00	\$ 3.00	\$ 2.00	\$ 1.00	\$ 1.00	20%
400%	52,711	- 60,240	\$ 11.50	\$ 10.00	\$ 8.50	\$ 7.00	\$ 5.50	\$ 4.00	\$ 3.00	\$ 2.00	\$ 2.00	23%
450%	60,241	- 67,770	\$ 13.00	\$ 11.50	\$ 10.00	\$ 8.50	\$ 7.00	\$ 5.50	\$ 4.00	\$ 3.00	\$ 3.00	26%
500%	67,771	- 75,300	\$ 15.00	\$ 13.00	\$ 11.50	\$ 10.00	\$ 8.50	\$ 7.00	\$ 5.50	\$ 4.00	\$ 4.00	30%
550%	75,301	- 82,830	\$ 17.00	\$ 15.00	\$ 13.00	\$ 11.50	\$ 10.00	\$ 8.50	\$ 7.00	\$ 5.50	\$ 5.50	34%
600%	82,831	- 90,360	\$ 19.00	\$ 17.00	\$ 15.00	\$ 13.00	\$ 11.50	\$ 10.00	\$ 8.50	\$ 7.00	\$ 7.00	38%
650%	90,361	- 97,890	\$ 21.00	\$ 19.00	\$ 17.00	\$ 15.00	\$ 13.00	\$ 11.50	\$ 10.00	\$ 8.50	\$ 8.50	42%
700%	97,891	- 105,420	\$ 23.00	\$ 21.00	\$ 19.00	\$ 17.00	\$ 15.00	\$ 13.00	\$ 11.50	\$ 10.00	\$ 10.00	46%
750%	105,421	- 112,950	\$ 25.00	\$ 23.00	\$ 21.00	\$ 19.00	\$ 17.00	\$ 15.00	\$ 13.00	\$ 11.50	\$ 11.50	50%
800%	112,951	- 120,480	\$ 27.50	\$ 25.00	\$ 23.00	\$ 21.00	\$ 19.00	\$ 17.00	\$ 15.00	\$ 13.00	\$ 13.00	55%
900%	120,481	- 135,540	\$ 30.00	\$ 27.50	\$ 25.00	\$ 23.00	\$ 21.00	\$ 19.00	\$ 17.00	\$ 15.00	\$ 15.00	60%
1000%	135,541	- 150,600	\$ 32.50	\$ 30.00	\$ 27.50	\$ 25.00	\$ 23.00	\$ 21.00	\$ 19.00	\$ 17.00	\$ 17.00	65%
1100%	150,601	- 165,660	\$ 35.00	\$ 32.50	\$ 30.00	\$ 27.50	\$ 25.00	\$ 23.00	\$ 21.00	\$ 19.00	\$ 19.00	70%
1200%	165,661	- 180,720	\$ 37.50	\$ 35.00	\$ 32.50	\$ 30.00	\$ 27.50	\$ 25.00	\$ 23.00	\$ 21.00	\$ 21.00	75%
1300%	180,721	- 195,780	\$ 40.50	\$ 37.50	\$ 35.00	\$ 32.50	\$ 30.00	\$ 27.50	\$ 25.00	\$ 23.00	\$ 23.00	81%
1400%	195,781	- 210,840	\$ 43.50	\$ 40.50	\$ 37.50	\$ 35.00	\$ 32.50	\$ 30.00	\$ 27.50	\$ 25.00	\$ 25.00	87%
1600%	210,841	- 240,960	\$ 46.50	\$ 43.50	\$ 40.50	\$ 37.50	\$ 35.00	\$ 32.50	\$ 30.00	\$ 27.50	\$ 27.50	93%
1800%	240,961	- 271,080	\$ 50.00	\$ 46.50	\$ 43.50	\$ 40.50	\$ 37.50	\$ 35.00	\$ 32.50	\$ 30.00	\$ 30.00	100%

Southwest Counseling Service sliding fee scale is consistent with the guidelines as defined by the Health Resources and Services Administration for Contractors participating in the National Health Service Corps as well as in compliance with the Behavioral Health Division Sliding Fee Scale guidelines. All fees are based upon gross annual income and household size per Federal Poverty Guideline levels. The sliding fee is not applied to agencies, organizations and third party payers; it will be applied only to the client's payment responsibility.

SCS Psychiatric Sliding Fee Scale Effective March 1, 2024

FPL	Annual Income	Household Size								Percent of Fee	
		1	2	3	4	5	6	7	8+		
100%	\$0.00 - \$ 15,060	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	13%
133%	15,061 - 20,030	\$ 45.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	15%
138%	20,031 - 20,783	\$ 51.00	\$ 45.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	17%
150%	20,784 - 22,590	\$ 60.00	\$ 51.00	\$ 45.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	20%
200%	22,591 - 30,120	\$ 66.00	\$ 60.00	\$ 51.00	\$ 45.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	22%
250%	30,121 - 37,650	\$ 72.00	\$ 66.00	\$ 60.00	\$ 51.00	\$ 45.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	24%
300%	37,651 - 45,180	\$ 81.00	\$ 72.00	\$ 66.00	\$ 60.00	\$ 51.00	\$ 45.00	\$ 40.00	\$ 40.00	\$ 40.00	27%
350%	45,181 - 52,710	\$ 87.00	\$ 81.00	\$ 72.00	\$ 66.00	\$ 60.00	\$ 51.00	\$ 45.00	\$ 40.00	\$ 40.00	29%
400%	52,711 - 60,240	\$ 93.00	\$ 87.00	\$ 81.00	\$ 72.00	\$ 66.00	\$ 60.00	\$ 51.00	\$ 45.00	\$ 40.00	31%
450%	60,241 - 67,770	\$ 102.00	\$ 93.00	\$ 87.00	\$ 81.00	\$ 72.00	\$ 66.00	\$ 60.00	\$ 51.00	\$ 40.00	34%
500%	67,771 - 75,300	\$ 108.00	\$ 102.00	\$ 93.00	\$ 87.00	\$ 81.00	\$ 72.00	\$ 66.00	\$ 60.00	\$ 40.00	36%
550%	75,301 - 82,830	\$ 114.00	\$ 108.00	\$ 102.00	\$ 93.00	\$ 87.00	\$ 81.00	\$ 72.00	\$ 66.00	\$ 40.00	38%
600%	82,831 - 90,360	\$ 123.00	\$ 114.00	\$ 108.00	\$ 102.00	\$ 93.00	\$ 87.00	\$ 81.00	\$ 72.00	\$ 40.00	41%
650%	90,361 - 97,890	\$ 135.00	\$ 123.00	\$ 114.00	\$ 108.00	\$ 102.00	\$ 93.00	\$ 87.00	\$ 81.00	\$ 40.00	45%
700%	97,891 - 105,420	\$ 150.00	\$ 135.00	\$ 123.00	\$ 114.00	\$ 108.00	\$ 102.00	\$ 93.00	\$ 87.00	\$ 40.00	50%
750%	105,421 - 112,950	\$ 168.00	\$ 150.00	\$ 135.00	\$ 123.00	\$ 114.00	\$ 108.00	\$ 102.00	\$ 93.00	\$ 40.00	56%
800%	112,951 - 120,480	\$ 186.00	\$ 168.00	\$ 150.00	\$ 135.00	\$ 123.00	\$ 114.00	\$ 108.00	\$ 102.00	\$ 40.00	62%
900%	120,481 - 135,540	\$ 207.00	\$ 186.00	\$ 168.00	\$ 150.00	\$ 135.00	\$ 123.00	\$ 114.00	\$ 108.00	\$ 40.00	69%
1000%	135,541 - 150,600	\$ 225.00	\$ 207.00	\$ 186.00	\$ 168.00	\$ 150.00	\$ 135.00	\$ 123.00	\$ 114.00	\$ 40.00	75%
1100%	150,601 - 165,660	\$ 243.00	\$ 225.00	\$ 207.00	\$ 186.00	\$ 168.00	\$ 150.00	\$ 135.00	\$ 123.00	\$ 40.00	81%
1200%	165,661 - 180,720	\$ 252.00	\$ 243.00	\$ 225.00	\$ 207.00	\$ 186.00	\$ 168.00	\$ 150.00	\$ 135.00	\$ 40.00	84%
1300%	180,721 - 195,780	\$ 261.00	\$ 252.00	\$ 243.00	\$ 225.00	\$ 207.00	\$ 186.00	\$ 168.00	\$ 150.00	\$ 40.00	87%
1400%	195,781 - 210,840	\$ 282.00	\$ 261.00	\$ 252.00	\$ 243.00	\$ 225.00	\$ 207.00	\$ 186.00	\$ 168.00	\$ 40.00	94%
1600%	210,841 - 240,960	\$ 291.00	\$ 282.00	\$ 261.00	\$ 252.00	\$ 243.00	\$ 225.00	\$ 207.00	\$ 186.00	\$ 40.00	97%
1800%	240,961 - 271,080	\$ 300.00	\$ 291.00	\$ 282.00	\$ 261.00	\$ 252.00	\$ 243.00	\$ 225.00	\$ 207.00	\$ 40.00	100%

Southwest Counseling Service sliding fee scale is consistent with the guidelines as defined by the Health Resources and Services Administration for Contractors participating in the National Health Service Corps as well as in compliance with the Behavioral Health Division Sliding Fee Scale guidelines. All fees are based upon gross annual income and household size per Federal Poverty Guideline levels. The sliding fee is not applied to agencies, organizations and third party payers; it will be applied only to the client's payment responsibility.

SCS Adolescent Intensive Group Services Sliding Fee Scale
Effective March 1, 2024

Annual Income	Fee	Percent of Fee
\$ - - \$ 10,150	\$2.50	3%
10,150 - 20,300	2.50	3%
20,301 - 30,450	2.50	3%
30,451 - 40,600	2.50	3%
40,601 - 50,750	2.50	3%
50,751 - 60,900	3.00	4%
60,901 - 71,050	4.00	5%
71,051 - 81,200	5.00	7%
81,201 - 91,350	6.00	8%
91,351 - 101,500	7.00	9%
101,501 - 111,650	8.00	11%
111,651 - 121,800	9.00	12%
121,801 - 131,999	10.00	13%
132,000 - 142,150	15.00	20%
142,151 - 152,300	20.00	27%
152,301 - 162,450	25.00	33%
162,451 - 172,600	30.00	40%
172,601 - 182,750	35.00	47%
182,751 - 192,900	40.00	53%
192,901 - 203,050	45.00	60%
203,051 - 213,200	50.00	67%
213,201 - 223,350	60.00	80%
223,351 - 233,500	70.00	93%
233,501 - 243,650+	75.00	100%

Southwest Counseling Service sliding fee scale is consistent with the guidelines as defined by the Health Resources and Services Administration for Contractors participating in the National Health Service Corps as well as in compliance with the Behavioral Health Division Sliding Fee Scale guidelines. All fees are based upon gross annual income and household size per Federal Poverty Guideline levels. The sliding fee is not applied to agencies, organizations and third party payers; it will be applied only to the client's payment responsibility.

**SCS SA Residential Sliding Fee Scale
Effective March 1, 2024**

TC/WAP/Crisis/Detox Per Diem			
Annual Income	Daily Fee	Percentage	Average Monthly Fee
\$ - - \$ 21,999	\$10.00	5.714%	\$304
22,000 - 26,999	11.00	6.286%	\$335
27,000 - 31,999	12.00	6.857%	\$365
32,000 - 37,999	16.00	9.143%	\$487
38,000 - 44,999	20.00	11.429%	\$608
45,000 - 51,999	25.00	14.286%	\$760
52,000 - 58,999	30.00	17.143%	\$913
59,000 - 65,999	35.00	20.000%	\$1,065
66,000 - 72,999	40.00	22.857%	\$1,217
73,000 - 79,999	45.00	25.714%	\$1,369
80,000 - 86,999	50.00	28.571%	\$1,521
87,000 - 92,999	55.00	31.429%	\$1,673
93,000 - 98,999	62.00	35.429%	\$1,886
99,000 - 104,999	70.00	40.000%	\$2,129
105,000 - 110,999	80.00	45.714%	\$2,433
111,000 - 116,999	90.00	51.429%	\$2,738
117,000 - 122,999	100.00	57.143%	\$3,042
123,000 - 128,999	110.00	62.857%	\$3,346
129,000 - 139,999	120.00	68.571%	\$3,650
140,000 - 151,999	135.00	77.143%	\$4,106
152,000 - 163,999	155.00	88.571%	\$4,715
164,000 - 175,999	175.00	100.000%	\$5,323

Sober Living Per Diem

Annual Income	Daily Fee	Fee
\$ - - 14,999	\$7.00	\$210-\$217
15,000 - 17,999	8.00	\$240-\$248
18,000 - 19,999	9.00	\$270-\$279
20,000 - 20,001+	10.00	\$300-\$310

Southwest Counseling Service sliding fee scale is consistent with the guidelines as defined by the Health Resources and Services Administration for Contractors participating in the National Health Service Corps as well as in compliance with the Behavioral Health Division Sliding Fee Scale guidelines. All fees are based upon gross annual income and household size per Federal Poverty Guideline levels. The sliding fee is not applied to agencies, organizations and third party payers; it will be applied only to the client's payment responsibility.

**SCS MH Residential Sliding Fee Scale
Effective March 1, 2024**

Mental Health Group Homes

Annual Income	Daily Fee	Percentage	Monthly Fee
\$ - - \$ 1,200	\$2.00	11%	\$60.00
1,201 - 1,500	3.00	17%	90.00
1,501 - 1,800	4.00	22%	120.00
1,801 - 2,100	5.00	28%	150.00
2,101 - 2,700	6.00	33%	180.00
2,701 - 3,900	7.00	39%	210.00
3,901 - 4,500	10.00	56%	300.00
4,501 - 6,000	12.00	67%	360.00
6,001 - 8,000	14.00	78%	420.00
8,001 - 10,500	16.00	89%	480.00
10,501 - 10,502+	18.00	100%	540.00

SIP Apartments

Annual Income	Daily Fee	Monthly Fee
\$ - - \$ 14,999	\$7.00	\$210-\$217
15,000 - 17,999	8.00	\$240-\$248
18,000 - 19,999	9.00	\$270-\$279
20,000 - 20,001 +	10.00	\$300-\$310

Southwest Counseling Service sliding fee scale is consistent with the guidelines as defined by the Health Resources and Services Administration for Contractors participating in the National Health Service Corps as well as in compliance with the Behavioral Health Division Sliding Fee Scale guidelines. All fees are based upon gross annual income and household size per Federal Poverty Guideline levels. The sliding fee is not applied to agencies, organizations and third party payers; it will be applied only to the client's payment responsibility.

**Inflexion
Agreement
Subscription
Renewal**



Please return signed form to:

Email: Kimberly.trubetskoy@uprisehealth.com

Phone: 949-527-6975

Please remit payment to:

Uprise Health

Attn Accounts Receivable

2 Park Plaza, Suite 1200, Irvine, CA 92614

Name: Eric Schirmer	Quote 093
Business Name: Southwest Counseling Service	
Address: 2300 Foothill Blvd	Date: 2/6/2024
City/State/ZIP: Rock Springs, WY 82901	
Phone: 307-352-6677	
Email: eschirmer@swcounseling.org	
Payables Contact:	

Product	Description	Total
ASI-MV, BHI-MV, CHAT	Unlimited Subscription; valid from 2/6/2024 – 2/5/2025. Estimated 300 uses.	\$2,280
Note: Subscription price may be subject to change at time of renewal, based upon actual usage.		

TOTAL AMOUNT \$2,280

Please sign and return this agreement today. The Uprise Health billing team will send your invoice separately.

Signature

Print Name

Title

Date

Terms of Agreement:

Auto Renewal Agreement. Annual Subscription will auto renew each year at then current rates, unless 60 day written notice is received. Invoices will be sent 90 days before expiration of current year subscription. Access to ASI-MV (English and Spanish) interviews, BHI-MV Interviews, CHAT interviews; all clinical reports; access to Quick Look in Analytics; automatic data uploads; free automatic upgrades; free customer support. All transactions are final.

BUSINESS ASSOCIATE/QUALIFIED SERVICE ORGANIZATION/LIMITED DATA SET USE AGREEMENT

This Business Associate/Qualified Service Organization/Limited Data Set Use Agreement (“**BAA**”) supplements and is made a part of the Inflexxion Behavioral Health Tools Standard Software License Agreement (“**License**”) entered into by and between Southwest Counseling Service (“**Covered Entity**”) and Integrated Behavioral Health, Inc. d/b/a Uprise Health. (“**Business Associate**”). This BAA is effective as of February 6, 2024 (“**BAA Effective Date**”). Covered Entity and Business Associate may each individually be referred to as a “**Party**” herein and collectively as the “**Parties**”.

RECITALS

Whereas, the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act, part of the American Recovery and Reinvestment Act of 2009, and the regulations promulgated thereunder, as amended from time to time (collectively “**HIPAA**”) require certain contract provisions between covered entities and their business associates;

Whereas, Business Associate’s interaction with Covered Entity makes it a “business associate”, as defined under HIPAA;

Whereas, Business Associate’s interaction with Covered Entity may also make it a “qualified service organization” under 42 C.F.R. Part 2;

Whereas, the purpose of this BAA is to satisfy the HIPAA requirements, the substance abuse treatment confidentiality requirements of 42 C.F.R. Part 2, and state law, as they apply to the Parties;

Whereas, this BAA supplements the primary contract between the Parties, documented in the License (as that term is defined in Section 1.1 below) agreed to by the Covered Entity prior implementing the Inflexxion Behavioral Health Tools, which includes the Addiction Severity Index Multimedia Version (“**ASI-MV**”), the Behavioral Health Index Multimedia Version (“**BHI-MV**”), and the Comprehensive Health Assessment for Teens (“**CHAT**”);

Now therefore, in consideration of the mutual promises below, the Parties agree as follows:

AGREEMENT **Article One**

1.1 Operation of ASI-MV Connect Standard Software License Agreement. This BAA shall be subject to the terms of the ASI-MV Connection Standard Software License Agreement (“**License**”), a form of which is attached.

1.2 Protected Health Information (“PHI”) shall have the same meaning as defined in the HIPAA privacy and security rules, including but not limited to, Title 45, Sections 160.103, 164.308(b), 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations, as amended from time to time. All other capitalized terms not defined in this BAA shall have the

Integrated Behavioral Health, Inc. d/b/a Uprise Health Business Associate Agreement 2022

meaning ascribed to them in the HIPAA privacy and security rules and 42 C.F.R. Part 2 unless the context clearly indicates otherwise. Business Associate shall Use and disclose PHI in compliance with the HIPAA, other applicable federal law (including 42 U.S.C. § 290dd-2 and regulations promulgated thereunder applicable to substance abuse treatment records), 42 C.F.R. Part 2, and applicable state privacy laws (including state laws protecting the confidentiality of substance abuse treatment records). Covered Entity represents that it has obtained all legally required disclosure consents regarding any PHI provided to Business Associate, including records covered under 42 C.F.R. Part 2.

1.3 Permitted Uses and Disclosures.

a. Business Associate shall Use and/or Disclose PHI received by Business Associate from Covered Entity only as necessary to perform the tasks and activities described in this BAA and the License.

b. All Uses and Disclosures of PHI shall be limited to the minimum amount of information necessary to carry out a purpose permitted by this BAA.

c. Business Associate shall not Use or further Disclose PHI received from Covered Entity in any manner except as permitted or required by this BAA and only as Required by Law. “**Required by Law**” shall have the same meaning as the term “required by law” in 45 C.F.R. 164.103, and 42 C.F.R. Part 2.

d. Business Associate may Use and Disclose PHI received from Covered Entity (i) for the proper management and administration of the Business Associate (so long as (A) such disclosure is Required by Law, or (B)(1) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and (2) the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached); (ii) to carry out the Business Associate’s legal responsibilities; (iii) to de-identify PHI; (iv) to provide data aggregation services relating to Covered Entity’s Treatment and Healthcare Operations, as requested by Covered Entity; or (v) to create a Limited Data Set without any of the identifiers listed in 45 C.F.R. § 164.514(e) (“**Limited Data Set**”) for research, public health and Health Care Operations purposes.

e. Covered Entity agrees to provide Business Associate with data from the ASI-MV, the BHI-MV, and/or from the CHAT, consistent with 45 C.F.R. § 164.502(d)(1), so that Covered Entity’s Data (i) can be aggregated by Business Associate on a de-identified basis with Inflexxion Behavioral Health Tools Data from other clients of Business Associate to create benchmark information against which the Covered Entity’s Inflexxion Behavioral Health Tools Data will be compared by Business Associate and reported to Covered Entity for quality assurance, used for other Health Care Operations, and used for research purposes of the Covered Entity and (ii) identifiers listed in 45 C.F.R. § 164.514(e) can be removed from the Inflexxion Behavioral Health Tools Data and that Data can be aggregated by Business Associate in a Limited Data Set for its own or general research purposes, public health purposes, and/or for Health Care Operations purposes of the Covered Entity (“**Authorized Purposes**”). Covered Entity also understands and acknowledges that Business Associate may use, sell, rent and otherwise disseminate the Inflexxion Behavioral Health Tools Data in aggregated, de-identified form for any purpose, in the form of a

Limited Data Set for Authorized Purposes, or in the form of analyses of such de-identified or Limited Data Set information, in its sole discretion. Covered Entity will not be entitled to any compensation for such use of Inflexxion Behavioral Health Tools Data. Business Associate agrees to Use and disclose the Limited Data Set only for the Authorized Purposes, and not to Use or disclose the Limited Data Set in a manner that would violate HIPAA or applicable state law if the Use or Disclosure was made by the Covered Entity. Business Associate agrees not to Use the Limited Data Set in such a way as to identify any individual whose data is incorporated in the Limited Data Set and further agrees not to contact any such individual.

f. The aggregated de-identified Inflexxion Behavioral Health Tools Data produced by Business Associate either (i) will not include any identifiers listed in 45 C.F.R. § 164.514(b)(2)(i), (ii) will be in the form of a Limited Data Set, without any of the identifiers listed in 45 C.F.R. § 164.514(e) and used for Authorized Purposes and/or (iii) will have been determined by a person with appropriate knowledge of and experience with generally accepted statistical and scientific principles and methods for rendering information not individually identifiable and applying such principles and methods, that the risk is very small that the aggregated de-identified Inflexxion Behavioral Health Tools Data generated by Business Associate under this BAA/QSOA could be used, alone or in combination with other reasonably available information, by an anticipated recipient, to identify an individual who is a subject of the information, thereby forming a “**statistically de-identified data set**” and rendering the information not PHI under HIPAA.

1.4 Appropriate Safeguards. Business Associate agrees that it will implement reasonable and appropriate safeguards to prevent its Use or Disclosure of PHI or Limited Data Set received from Covered Entity, other than the Uses and Disclosures set forth in this BAA. Business Associate further agrees that it will appropriately safeguard electronic PHI in accordance with the standards specified at 45 C.F.R. § 164.314(a). In particular, Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

1.5 Reporting of Disclosures of PHI. Business Associate shall report to Covered Entity any suspected or actual Breach of security, intrusion or unauthorized Use or Disclosure of PHI or a Limited Data Set and/or any actual or suspected Use or Disclosure of PHI or a Limited Data Set in violation of any applicable federal or state laws or regulations or this BAA, within the applicable time frames required under state and federal law. Business Associate also agrees to report in writing to Covered Entity any Security Incident (as defined in 45 CFR §164.304) as soon as practicable after Business Associate becomes aware of such an incident; provided, however, that this section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but unsuccessful Security Incidents for which no additional notice to Covered Entity will be required, including but not limited to pings and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, unless such incidents result in authorized access, Use, destruction, or Disclosure of PHI. Business Associate shall take (i) timely corrective action to cure any deficiencies that caused the Security Incident or unauthorized Use or Disclosure, (ii) any corrective action required by applicable federal and state law and (iii) to mitigate, to the extent commercially reasonable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this BAA.

1.6 Agents and Contractors. Business Associate shall ensure that any agent or subcontractor that will have access to PHI or a Limited Data Set obtained from Covered Entity agrees to be bound by the same or substantially similar restrictions, terms and conditions that apply to Business Associate pursuant to this BAA. To the extent that Business Associate discloses PHI or a Limited Data Set to an agent or subcontractor, Business Associate (i) will obtain, prior to making any such Disclosure, reasonable assurances from such third party that such PHI or Limited Data Set will be held confidential pursuant to the same or substantially similar restrictions, terms and conditions that apply to Business Associate under this BAA, (ii) will obtain reasonable assurance from such third party that the PHI or Limited Data Set will be disclosed by such third party only as required by law or for the purposes for which it was disclosed to such third party, and (iii) obtain an agreement from such third party to timely notify Business Associate of any breach of confidentiality of the PHI or Limited Data Set, to the extent it has obtained knowledge of such breach.

1.7 Retention of PHI. Business Associate shall maintain and retain PHI for the term of the BAA and make such PHI available to Covered Entity as set forth in this BAA.

1.8 Access to and Availability of PHI. Business Associate shall:

a. Make available to Covered Entity any PHI in Business Associate's possession as needed to permit Covered Entity to respond to an individual's request for access to PHI in accordance with 45 C.F.R. § 164.524. If Business Associate received a request directly from the individual, the Business Associate shall within seven (7) days forward the request to the Covered Entity along with the requested PHI. Covered Entity shall be responsible for responding to all individual requests for access to the PHI.

b. Provide to Covered Entity PHI as needed to respond to a request for amendment of PHI in accordance with 45 C.F.R. § 164.526, and shall incorporate any amendment to the PHI held by Business Associate received from Covered Entity.

c. Make available to Covered Entity the information required to permit Covered Entity to respond to an individual's request for an accounting of disclosures and re-disclosures of PHI to the extent required by HIPAA, including 45 C.F.R. § 164.528, and 42 C.F.R. Part 2. If Business Associate receives a request for an accounting directly from the individual, the Business Associate shall within seven (7) days forward the request to the Covered Entity along with the information needed to respond to the request for accounting. Covered Entity shall be responsible for responding to all individual requests for accounting of disclosures.

d. Business Associate agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this Section 1.8.

1.9 Availability of Business Associate's Internal Practices, Books and Records. Business Associate agrees to make its internal practices, policies and procedures, books and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services and to Covered Entity for the purposes of determining Covered Entity's and Business Associate's compliance with this BAA and the HIPAA privacy standards.

1.10 Conforming Amendments. Subject to Section 2.1(c), Covered Entity agrees that Business Associate may amend this BAA, upon written notice to Covered Entity, from time to time as necessary to comply with amendments to the HIPAA and/or the substance abuse treatment confidentiality requirements of 42 C.F.R. Part 2 and applicable state law.

1.11 42 C.F.R. Part 2 Acknowledgements.

- a. Compliance. Business Associate acknowledges that if 42 C.F.R. Part 2 applies to its relationship with Covered Entity, Business Associate shall comply with 42 C.F.R. Part 2 in any instance where the 42 C.F.R. Part 2 requirements are stricter than HIPAA.
- b. Required Acknowledgements. Covered Entity and Business Associate acknowledge that, in connection with this BAA, Business Associate may receive, store, process or otherwise deal with patient identifying information (“**PII**”) as defined and regulated by 42 C.F.R. Part 2. To the extent that Business Associate receives any such PII, Business Associate acknowledges and agrees that (i) it is fully bound by the requirements of 42 C.F.R. Part 2 and it shall at all times comply with 42 C.F.R. Part 2; and (ii) if necessary, it will resist in judicial proceedings any efforts to obtain access to PII related to substance use disorder diagnosis, treatment, or referral for treatment except as permitted by 42 C.F.R. Part 2.

1.12 Obligations of Covered Entity

- a. Covered Entity must notify Business Associate of any limitations in the notice of privacy practices under 45 C.F.R. 164.520, to the extent that such limitation may affect Business Associate’s use or disclosure of PHI.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to Use or disclose his or her PHI to the extent that such changes may affect Business Associate’s Use or Disclosure of PHI.
- c. Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate’s Use or Disclosure of PHI.

Article Two

2.1 Termination of Business Relationship.

- a. Notwithstanding any inconsistent provision of any other agreement between Covered Entity and Business Associate, either Party may terminate the business relationship outlined in the License between Covered Entity and Business Associate if a Party determines that the other Party has materially breached this BAA and the breaching Party fails to cure said breach within thirty (30) days of receiving notice of the breach from the non-breaching Party.
- b. If termination of this BAA is not feasible, Covered Entity shall report the breach or violation to the Secretary of the Department of Health and Human Services.

c. In the event of any termination of the business relationship between the Parties, Business Associate shall return or destroy all PHI and Limited Data Set information obtained from or on behalf of Covered Entity that Business Associate still maintains and shall retain no copies. If return or destruction is not feasible, Business Associate may retain such PHI and Limited Data Set information but shall continue to protect the confidentiality of such PHI and Limited Data Set information, as required by this BAA, and limit any Use or Disclosure of such PHI and Limited Data Set information to those purposes that make the return or destruction of the same infeasible.

2.2 Term and Termination of BAA/QSOA. This BAA shall remain in effect so long as Business Associate and Covered Entity have a business relationship that requires the Use, Disclosure, maintenance or transmission of PHI. Upon termination of the underlying License and/or business relationship, this BAA shall terminate, except for sections 2.1(b), 2.3 and 2.4, which shall survive termination of this BAA.

2.3 Retention of Protected Information. Business Associate and its subcontractors or agents shall retain communications and documents required to be maintained by HIPAA.

2.4 Applicable Law; Disputes. This BAA shall be construed under the laws of the State of California, notwithstanding its conflict of laws provisions. If the Parties are unable to informally resolve any dispute arising out of or relating to this BAA, either Party may submit the dispute for resolution exclusively through confidential, binding arbitration, instead of through trial by court or jury, in Orange County, California, in accordance with the commercial dispute rules then in effect of the Judicial Arbitration and Mediation Services (“JAMS”). The arbitration shall be conducted on an expedited basis by a single arbitrator. In making decisions about discovery and case management, it is the Parties’ express agreement and intent that the arbitrator at all times promote efficiency without denying either Party the ability to present relevant evidence. In reaching and issuing decisions, the arbitrator shall have no jurisdiction to make errors of law and/or legal reasoning. The Parties shall share the costs of arbitration equally, and each Party shall bear its own attorneys’ fees and costs. The Parties agree to the venue and jurisdiction in state or federal courts located in Orange County, California, as applicable, for purposes of construction and enforcement of this BAA.

2.5 Entire BAA. Except with respect to the License, this BAA constitutes the complete agreement of the Parties relating to the matters specified herein and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this BAA shall be binding on either Party. Except as provided in Section 1.10, only a written instrument signed by both Parties may amend this BAA. This BAA is for the benefit of, and shall be binding upon, only the Parties hereto and their respective successors and assigns.

2.6 Notice. Any notice required to be given by one Party to the other under this BAA shall be deemed received when sent if sent by United States mail, certified mail return receipt requested, postage prepaid, or shall be deemed received as of the next business day after faxing the written notice to the last known fax number of the receiving Party and obtaining oral confirmation of receipt from an individual answering the phone at the receiving Party’s last known telephone number. Notices shall be addressed as follows:

To Covered Entity at: Agency: Southwest Counseling Service
Address: 2300 Foothill Blvd
City/State/Zip: Rock Springs, WY 82901
Phone: 307-352-6677
Attn: Eric Schirmer

To Business Associate at: Name: Integrated Behavioral Health, Inc. d/b/a Uprise Health
Address: 2 Park Plaza, #1200
City/State/Zip: Irvine, CA, 92614
Phone: 617-765-3132
Attn: Legal Department

2.7 Independent Contractor. The Parties intend to establish an independent contractual relationship under this BAA, and nothing in this BAA shall be construed to create a partnership, joint venture, or employment contract between the Parties.

2.8 Authorizations. Each Party warrants that it has the full right, power, and authority to enter into and fully perform its obligations under this BAA and the execution, delivery, and performance of this BAA by that Party does not conflict with any other agreement to which it is a party or by which it is bound.

2.9 Interpretation. Each Party has had the opportunity to have counsel of its choice examine the provisions of this BAA, and no implication shall be drawn against any Party by virtue of the drafting of this BAA.

2.10 Recitals and Exhibits. The recitals and exhibits set forth in this BAA are made a part of the BAA by this reference.

2.11 Counterparts. This BAA may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

[Balance of page intentionally blank – Signatures on next page]

IN WITNESS WHEREOF, Covered Entity and Business Associate have duly executed this BAA/QSOA as of the date listed below.

Covered Entity: Southwest Counseling Service

Signature: _____

Name:

Title:

Date: _____

Business Associate: Integrated Behavioral Health, Inc. d/b/a Uprise Health

Signature:

Signature: _____

Name:

Title:

Date: _____

Addendum

Inflexxion Behavioral Health Tools Standard Software License Agreement (“License”)

CAREFULLY READ THE TERMS AND CONDITIONS OF THIS LICENSE BEFORE, USING THIS SOFTWARE. BY USING THIS SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS LICENSE. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS LICENSE, DO NOT USE THIS SOFTWARE.

By signing this License, you will gain access to the Inflexxion Behavioral Health Tools (“Software”), which includes the Inflexxion Behavioral Health Tools documentation, and all upgrades. The Software is licensed (not sold) to you by Integrated Behavioral Health (“IBH”) on a limited non-exclusive basis for use only under the terms of this License. The Software is subject to this License. The Software is owned by Integrated Behavioral Health, which retains all copyrights, trade secrets, trademarks, patents and other proprietary rights in the Software. For the purposes of this License, “You” or “Licensee” refers to the party to whom the Software is being licensed.

All rights not expressly granted in this License are reserved by IBH. Nothing in this License constitutes a waiver of the rights of IBH under the United States Copyright Act or any other federal or state law.

1. Scope of License:

(a). **Authorized Use.** IBH grants to You and You accept a limited, non-exclusive, non-transferrable license to use the Software and User Guides, solely by authorized users, in accordance with this Agreement. This License allows you to access and use the Software for your internal purposes only and You have no rights to sublicense. The uses for this Software are available for purchase directly from IBH, or approved reseller. Please visit the www.asi-mvconnect.com website for details.

(b). **Restrictions.** Except as expressly authorized in section (a) above, You may not: (1) copy, distribute, rent, lease or sublicense all or any portion of the Software or make the Software available to any unauthorized third party; (2) modify or prepare derivative works of the Software; (3) publicly display visual output of the Software; or (4) reverse engineer, decompile or disassemble the Software. You agree to keep confidential and use your best efforts to prevent and protect the contents of the Software from unauthorized disclosure or use.

2. Business Associate / Limited Data Set Use Agreement. Use of the Software is subject to the terms of a Business Associate/Qualified Service Organization Agreement (“BAA/QSOA”) between IBH and the Licensee, and you may not use the Software until such BAA/QSOA has been executed. This License incorporates by reference the BAA/QSOA, and unless a superseding BAA/QSOA has been executed by IBH and the Licensee, the terms of the operative BAA/QSOA may be found online at www.asi-mvconnect.com. As part of your License, the Inflexxion Behavioral Health Tools Data Center provides access to your aggregate data for analysis of population needs, trends, and outcomes. Unless otherwise limited by the BAA/QSOA, and to the extent permitted by law, IBH shall have ownership of, and unrestricted right to use, data derived from your use of the Software that has been “de-identified” and does not constitute “Protected

Health Information” within the meaning of the Health Insurance Portability and Accountability Act (“HIPAA”).

NOTE: The BAA/QSOA is intended to address the requirements of HIPAA governing Covered Entities and Business Associates (as defined under HIPAA). The BAA/QSOA is NOT the primary agreement for use of the Software between You and IBH. This License is the primary agreement for use of the Software.

3. Privacy Policy. This License incorporates by reference the Inflexxion Behavioral Health Tools Privacy Policy (“Privacy Policy”). (Complete text of Privacy Policy is available on the www.asi-mvconnect.com website).

4. Disclaimer of Warranties: The Software is provided “AS IS.” IBH, to the fullest extent permitted by law, disclaims all warranties of any kind (express, implied or otherwise) regarding the Software, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, ownership, and non-infringement.

Without limiting the foregoing, IBH does not warrant that the functions contained in the Software will meet your requirements, or that the operation of the Software will be uninterrupted or error-free, or that defects in the Software will be corrected. IBH has no control over the conditions under which You use the Software and does not and cannot warrant the results obtained by such use. IBH warrants that the Software and any update of the Software will perform substantially in accordance with the specifications found in the Product User Guide, Implementation User Guide and Data Center User Guide (collectively “User Guides”), available on the Inflexxion Behavioral Health Tools website (www.asi-mvconnect.com).

This warranty does not cover any copy of the Software or update which has been altered or changed in any way by You or any user authorized by You (“authorized user”). IBH is not responsible for problems caused by changes in or modifications to the operating characteristics of any computer hardware or operating system for which the Software or an update is procured, nor is IBH responsible for problems which occur as a result of the use of the Software in conjunction with software or with hardware which is incompatible with the operating system for which the Software was designed. This warranty does not cover damage caused by improper use or neglect.

THE WARRANTIES IN THIS LICENSE REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IBH DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES. IN NO EVENT WILL IBH’S LIABILITY OF ANY KIND INCLUDE ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, EVEN IF IBH HAS KNOWLEDGE OF THE POTENTIAL LOSS OR DAMAGE.

5. Termination: This License is effective until terminated. You may terminate it at any time by notifying IBH in writing. This License will also terminate if You do not comply with any terms or conditions of this License. Upon termination of this License, all of your rights to use the Software and documentation terminate.

6. LIMITATION OF ANY RECOVERY. YOUR USE OF THE SOFTWARE IS AT YOUR OWN SOLE RISK. YOU SPECIFICALLY AGREE THAT ANY LIABILITY ON THE PART Integrated Behavioral Health, Inc. d/b/a Uprise Health Business Associate Agreement 2022

OF IBH ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR ANY OTHER LEGAL THEORY SHALL NOT EXCEED AMOUNTS PAID BY YOU IN FEES FOR THE USE AND MAINTENANCE OF THE SOFTWARE PRODUCT.

IN NO EVENT SHALL IBH, OR ANY DIRECTOR, OFFICER, EMPLOYEE OR AFFILIATE OF IBH, BE LIABLE TO YOU FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF PROFITS, BUSINESS INTERRUPTION OR LOSS OF INFORMATION, OR RESULTING FROM ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON THE SOFTWARE), WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF THIS LICENSE OR THE USE OF OR INABILITY TO USE THE SOFTWARE, REGARDLESS OF THE BASIS OF THE CLAIM, EVEN IF IBH IS NEGLIGENT OR OTHERWISE AT FAULT, AND REGARDLESS OF WHETHER IBH HAS BEEN ADVISED OR SHOULD KNOW OF THE POSSIBILITY OF SUCH DAMAGES.

The foregoing exclusions, limitations of liability and remedies will apply, to the fullest extent permitted by law, in all actions of any kind, whether based on contract, tort, or any other legal or equitable theory. Each of these exclusions and limitations is intended to be separately enforceable, without regard to the other exclusions and limitations, and without regard to whether any other remedy under this License fails of its essential purpose.

7. Intellectual Property Rights. All right, title, and interest in and to the Software and User Guides, including any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world (“Intellectual Property Rights”) therein, are and will remain with IBH. All other rights in and to the Software and User Guides are expressly reserved by IBH. In furtherance of the foregoing, You hereby unconditionally and irrevocably grant to IBH an assignment of all right, title, and interest in and to the data and information related to Your use of the Software that is used by IBH in an aggregate and anonymized manner, including all Intellectual Property Rights relating thereto.

8. Indemnity. You agree to indemnify and hold harmless IBH, its officers, directors, employees and agents, from and against all claims, actions, suits, damages, liabilities and costs, (including, without limitation, reasonable attorneys’ fees) resulting from Your breach of any provision of this License or Your use of the Software or any action by a third party that arises out of or result from, or are alleged to arise out or result from negligence or more culpable act or omission (including recklessness or willful misconduct) by You, an authorized user, or any third party on Your behalf in connection with this Agreement.

9. Controlling Law and Severability. This License shall be governed by the laws of the State of California and the United States without reference to conflicts of laws. Any disputes arising hereunder shall be resolved only in the state or federal courts of Orange County, California. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this License shall continue in full force and effect.

10. Restrictions on Support for “Free” Products. From time to time, we offer a license for a Software product for no cost (“Free”), either as trial evaluations or for production use. In these offers, we are not obligated to provide technical and customer support for the Free Software product, except for the use of our website. If we decide to offer support for a Free Software product, we will inform you explicitly at the time of Free Software product access.

11. Right to Use Your Company Name. When You use an IBH product, You grant us permission to list your email domain identification as a user of our products. We will not use any of your personally identifying information except in accordance with our privacy policy.

12.Survival. The provisions set forth in the following sections, and any other right or obligation of the Parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 4 (“Disclaimer of Warranties”), Section 6 (“Limitation of Any Recovery”), Section 7 (“Intellectual Property Rights”), Section 8 (“Indemnity”) and Section 9 (“Controlling Law and Severability”).

BY SIGNING ABOVE, YOU EXPRESSLY AGREE TO AND CONSENT TO BE BOUND BY ALL OF THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS LICENSE, DO NOT SIGN, AND YOU MAY NOT ACCESS OR USE ANY OF THE SOFTWARE.

WWCC Facilities Use Agreement



Facilities Use Request Form

Please complete all information below. Submit at least one month prior to the event when possible. With less than one week's notice, arrangements cannot be guaranteed.

Please Print

Date(s) Requested: June 3-6, 2024 Room(s): 1444

Actual Time of Event: From: 8:00 am/pm To: 5:00 am/pm

Set-Up Time Required: days 1 hr min Clean-up Time Required: days 1 hr min

Detailed Description of Event: this is a training for a peer lead program for the school staff from SWSD #1 & #2 along with surrounding county school staff.

Anticipated Attendance: 40 Admission Charge (if any): none

Organization Name: Southwest Counseling Services

- Non-Profit (Will require proof of status)
- Profit Entity
- County, City or State
- UW/Local School District
- Individual/Community Member
- Other (Please explain)

Responsible Person:

Name: Shae Haney Title: Prevention Specialist

Address: 2300 Foothill Blvd City: Rock Springs

State: WY Zip: 82901

Phone: 8015053854 E-mail: shaney@swcounseling.org

Please check all that apply:

- Special setup
- Projector, computer, or any IT accommodations (Please contact IT @ 307-382-1742)
- Tables and Chairs # 20 tables 40 chairs (For special setups, please include a diagram)
- Stage
- Alcohol (Requires WWCC President's approval)
- Other (Please explain)
- Food or beverages *All food and drinks served at events in the College must be contracted through Sodexo Food Service located in the College. Arrangements for food service must be made at <https://wwcc.catertrax.com> and through Lynel Willems at 382-1674 or lwillems@westernwyoming.edu.*

I understand that the policies and procedures of WWCC and the laws of the State will be strictly observed in any events held on the WWCC campus. I have read and understand the rules and regulations for facility usage.

I understand that once my request is processed, I am responsible for all debts incurred. If charges are not paid in full, I understand that the College may hire a collection agency to take action. If the charges are assigned to a collection agency, I understand that I am responsible for all attorney fees, court costs, and/or delinquency fees that may be incurred during the collection of my debt. I understand that the delinquency fee will be equal to 50% of the charges owed.

Signature of Organization Contact: _____

Return the completed form to:

Physical Resources Office
2500 College Dr., Rock Springs, WY 82901
Phone: (307) 382-1680 or (307) 382-1681 Fax: ((307) 382-1692
mwombles@westernwyoming.edu or abaldwin@westernwyoming.edu

**THIS RESERVATION IS NOT FINALIZED
UNTIL THE FORM IS RETURNED AND YOU
RECEIVE A CONFIRMATION**

WESTERN WYOMING COMMUNITY COLLEGE FACILITIES USAGE CONTRACT

Pursuant to WWCC Policy No. 1330E, WWCC facilities and equipment are provided primarily to support the regular educational functions of the college. These functions take precedence over any other activities in the use of college facilities and equipment. All facilities must, however, be reserved whether the function is College or community sponsored.

The College recognizes its role as a community resource and makes its facilities and equipment available according to the regulations and procedures listed below. Users should understand that we provide our facilities as a service but that we are not set up to function as a convention center. We do not have the staff to provide unlimited assistance for special events.

SCHEDULING A ROOM

- 1) All facilities must be formally scheduled through the Physical Resources Office on the Rock Springs Campus. No facility will be officially booked until the facilities use form is filled out and returned. To reserve facilities, call 307-382-1681.
- 2) One month's notice should be given whenever possible.
- 3) A facilities use form must be filled out and submitted. The form should be filled out completely. Respond to all questions.
- 4) The appropriate fee may accompany the facilities request or a bill will be sent out at the end of the month after the event is held.
- 5) Upon receipt of the facility use form, the room will be scheduled. A confirmation will be sent to the scheduling party.
- 6) Any changes in the original request must be submitted in writing to the Facility Scheduler. Send to the Physical Resources Office, a copy of your printed program (if available and applicable) one week before the event.

GENERAL INFORMATION

- 1) College facilities may not be used for commercial sales, advertising, or promotional activities except when such activities serve the educational purposes of the college.
- 2) Fundraising activities by political, sectarian, or religious groups will not be allowed.
- 3) College facilities may now be used for activities consisting of sectarian, religious programs, organized prayer, or other religious activities. Contact the Physical Resources Office.
- 4) If you have very specific room set-up requirements, please notify Custodial Services (307-382-1681 or 1682) before the event. Only individuals authorized by WWCC will be allowed to move furniture and equipment in public areas. The tables and umbrellas in the T-Rex seating area are permanent and shall not be moved for events.

- 5) In the case of a larger event, or tight scheduling, when custodial staff may be needed to maintain the facilities or clean up, and must work overtime (such as a weekend or outside of normal working hours), the users will be responsible for paying the College's cost for this overtime. This cost will be determined when the users are making arrangements to use the campus. This requirement applies to non-College events.
- 6) The college's contract with Sodexo, our food service provider, prohibits food to be supplied by any off-campus provider for any event on the Rock Springs Campus. If you intend to have food, you must contact Food Services (<https://wwcc.catertrax.com> or 307-382-1674) directly to make arrangements at least one week in advance. For groups over 100 persons, arrangements need to be made at least 3 weeks in advance, if possible. Sodexo has the right to refuse the catered event.
- 7) Possession or consumption of alcoholic beverages will not be permitted on College property or at College-sponsored events without the prior approval of the college President.
- 8) Profit-making organizations engaged in profit-making activities will only be considered if space is not available in other community or business locations.
- 9) Certain College facilities are not available for unsupervised community use (i.e. shops, labs, computer labs, and other high-tech or dangerous areas).
- 10) Special regulations apply to the use of the gymnasium, swimming pool, art gallery, computer labs, outdoor recreational facilities, theater, and dorms. Please request more information on these areas.
- 11) All schedulers of events held outside regular operation periods (Friday evenings, weekends and holidays) on the Rock Springs Campus should ask participants to enter through the main doors (by the information desk at the circular drive). No events will be scheduled during 2021-22 on the following dates:

2023

May 29th
 July 4th
 September 4th
 November 22nd-24th
 December 15th-31st

2024

January 1st
 January 15th
 Mar 20th-22nd
 May 27th

- 12) WWCC staff is very limited on weekends. Heating and/or air conditioning is turned down and comfortable conditions are not guaranteed. Media Services will not be available to assist with technical issues outside of normal business hours.
- 13) College events, scheduled at any time, take precedence over events scheduled by other agencies and may require those events to be moved.
- 14) All users must comply with state and local room occupancy and fire code regulations. Violators will be penalized.

LIABILITY

WWCC holds groups using facilities financially responsible for any and all damages sustained during or as a result of an event. At the College's request, a certificate of insurance may be required before an event may be held on campus.

The College reserves the right to refuse permission to use the facility or to cancel the use of facilities when such use may in any way be prejudicial to the best interests of the College or potentially damaging to the College facilities.

We look forward to having you use WWCC's fine facilities for your meeting or special event and hope that we can meet all of your needs. Never hesitate to call if you have questions, 307-382-1681.

I have read and understand the rules and regulations for using the facility at Western Wyoming Community College.

Signature _____

Signature _____

Printed Name _____

Printed Name _____

Date _____

Date _____

ARPA Certification Statement

Instructions for Waiver under W.S. § 16-6-1001

1. Authority

- a. W.S. § 16-6-1001(a): “Unless otherwise prohibited by federal law, any funds appropriated to or authorized for expenditure by a public entity for capital construction projects shall be subject to the restrictions of this section.”
- b. Please consult W.S. § 16-6-1001(a)(i) for the preference requirements. These instructions cover only the waiver process and do not provide guidance for complying with the preference requirements. These instructions are intended only for convenience and do not constitute legal advice. Consult all relevant statutes to ensure full compliance with Wyoming law.

2. Written Determination

- a. The the preference requirements in W.S. § 16-6-1001(a)(i)(B) may be waived for any part of the subcontract work to be performed under the contract, provided certain conditions are met. If waived in part, the remaining value of the total subcontract work to be performed under the contract is still subject to the preference requirement. Such waiver requires a written determination of at least one of the following:
 - i. The work to be performed is specialized or of such a scale that it can be more suitably performed by out-of-state contractors;
 - ii. The bid amounts submitted by responsible Wyoming subcontractors exceed one hundred five percent (105%) of the costs of out-of-state providers for equivalent quality of work or services;
 - iii. The enforcement of the requirement would unreasonably delay completion of construction; **or**
 - iv. There were insufficient responsible Wyoming contractors submitting bids to make the seventy percent (70%) requirement.
- b. The bid requirements for procurement of furniture or movable equipment located in W.S. § 16-6-1001(a)(ii)(A) may be waived by political subdivisions pursuant to W.S. § 16-6-1001(a)(ii)(D). Such waiver requires a written determination that the furniture or movable equipment requirements of the project are so specialized or that an item or type of furniture or movable equipment is so unique or uncommon that failure to waive the requirements would materially impair the functionality of the project.

3. Written Approval

- a. Any waiver of preference requirements for alternate design and construction delivery methods located in W.S. § 16-6-1001(a)(i)(B) shall be approved in writing by the following persons:
 - i. For projects to be completed by the state of Wyoming, by the director of the State Construction Department;
 - ii. For projects to be completed by the University of Wyoming, by the president of the University and the president of the Board of Trustees;
 - iii. For projects subject to review by the State Construction Department under title 21 of Wyoming statutes, by the director of the State Construction Department and the chairman of the Board of the School Facilities Commission;
 - iv. For projects completed by a community college, by the community college president and its chairman of the board of trustees; and
 - v. For all other projects, by the respective governing body.
- b. Any waiver of bid requirements for procurement of furniture or movable equipment located in W.S. § 16-6-1001(a)(ii)(A) shall be approved in writing by the governing body of the political subdivision pursuant to W.S. § 16-6-1001(a)(ii)(D).

4. Notice

- a. Any approved waiver shall be provided to the Governor.
- b. Notice of all approved waivers shall also be published on a website maintained by the state construction department, including a statement of the grounds for the waiver.

Certification Statement
W.S. §§ 16-6-101, et seq., 16-6-201, et seq., & 16-6-1001

W.S. § 16-6-101, et seq. PUBLIC WORKS AND CONTRACTS

Contracts for construction, major maintenance, or renovation of any public structure or for any public work or improvements, if advertisement for bids is not required, shall be let to a resident of the state of Wyoming. If advertisement for bids is required, the contract shall be let to the responsible certified resident making the lowest bid, if the certified resident's bid is not more than five percent (5%) higher than that of the lowest responsible nonresident bidder. "Resident" means as defined in W.S. § 16-1-101(a)(i). A successful resident bidder shall not subcontract more than thirty percent (30%) of the work covered by his contract to nonresident contractors. A resident bidder shall submit a copy of his certificate of residency with his bid.

W.S. § 16-6-201, et seq. PREFERENCE FOR STATE LABORERS

Wyoming labor shall be used on public works projects. Every contract let by any person shall contain a provision requiring that Wyoming labor be used except other laborers may be used when Wyoming laborers are not available for employment from within the state or are not qualified to perform the work involved. The contract shall also contain a provision requiring specific acknowledgement of the requirements of W.S. § 16-6-203.

W.S. § 16-6-1001 CAPITAL CONSTRUCTION PROJECTS

Applicants must comply with all applicable provisions of W.S. § 16-6-1001. Certain provisions may be waived pursuant to that section.

Successful applicants for funds from the Office of State Lands and Investments for public works or capital construction projects must provide the signed statement below to the Office prior to reimbursement of expenditures.

I certify to the best of my knowledge and belief that the applicant has complied with W.S. §§ 16-6-101, et seq., 16-6-201, et seq., and 16-6-1001 unless otherwise noted below.

1. W.S. § 16-6-1001

- Complied with W.S. § 16-6-1001(a)
- Waiver approved; attach copy of written waiver provided to Governor
- N/A

2. W.S. § 16-6-101, et seq.

- Complied with W.S. § 16-6-101, et seq.

3. W.S. § 16-6-201, et seq.

- Complied with W.S. § 16-6-201, et seq.

Date: _____

Signature

Title

Mountainland Supply Company



Submit completed credit application directly to
creditapps@mountainland.com

GENERAL APPLICANT INFORMATION

*****IMPORTANT*** Company name on this application must be listed exactly as listed on current, active state business registration.**

Company Name: Southwest Counseling Service

Billing Address:
2300 Footmill Blvd. Street City Rock Springs State WY Zip code 82901

Shipping Address:
2300 Footmill Blvd Street City Rock Springs State WY Zip code 82901

Phone Number: 307-352-6477 Do you wish to receive text regarding your account? Y N Email: acctpayables@swcounseling.org

If name of business and/or location has changed within the last two years, please list:

Previous Company Name: N/A

Previous Address: N/A Street City State Zip code

Type of Ownership:
 C Corp: S Corp: Partnership: Limited Liability Co: Sole Proprietorship:

Type of Business/Industry: Community Behavioral Health Center Date Started: 1962

Federal ID # 83-0205729 Tax Exempt: Y N (If yes, provide copy of exemption certificate)

Other Information:
 Are Purchase Orders required? Y N
 Accounts Payable Contact Name Rae Cook
 Accounts Payable Email acctpayable@swcounseling.org
 Would you like online access to your account? Y N
 Contractor License Number N/A Classification N/A

Owners and Officers:

Name	Address	Phone	City	State	Zip code	Social Security
<u>Raven Beattie</u>	<u>2300 Footmill Blvd.</u> Street		<u>Rock Springs</u> City	<u>WY</u> State	<u>82901</u> Zip code	
<u>Southwest Counseling Service</u>	<u>2300 Footmill Blvd.</u> Street		<u>Rock Springs</u> City	<u>WY</u> State	<u>82901</u> Zip code	

TRADE REFERENCES

Name	Contact email:	Phone#	Account #
<u>1. R.S. Winnelson Co.</u>	<u>N/A</u>	<u>307-382-5730</u>	<u>370-001773</u>
<u>2. Home Depot Credit Services</u>	<u>N/A</u>	<u>1-800-395-7343</u>	<u>4035322534705880</u>
<u>3. Wyo Electric, Inc.</u>	<u>N/A</u>	<u>307-382-8181</u>	<u>None</u>

BANK REFERENCE

Name: RSMB
 Address: 200 2nd St. Street City Rock Springs State WY Zip code 82901
 Bank Officer: Brandy Moeller Phone Number: 307-352-0485 Account #: 2012324

TERMS & CONDITIONS

All sales are subject to the terms and conditions set forth below:

1. **ENTIRE AGREEMENT:** This Agreement is between Mountainland Supply, LLC and its affiliates ("Seller") and the above-named Applicant ("Buyer"). This Agreement, along with the terms and conditions on Seller's estimate, invoice and delivery ticket, which are incorporated by reference (together referred to as "TERMS") represent the entire agreement between the parties and apply to all transactions. In the event that the terms of this Agreement conflict with terms of any other existing or future contract between Seller and Buyer (including Buyer's oral or written offer to purchase), whether or not signed by Seller, the TERMS herein shall prevail unless such other contract (a) specifically references this Agreement, and (b) contains a signature of an officer of Seller. Other terms between the parties not meeting (a) and (b) are deemed void. Buyer grants Seller the exclusive right to select the forum and venue for any disputes, unless otherwise mandated by statute.
2. **PAYMENT:** Buyer agrees to pay for the material and services ("Product") on Net 30 terms. Buyer shall make all claims for billing errors or adjustments in writing within ten (10) days from the invoice date. Claims not received in writing within the time specified are waived by Buyer. If Buyer fails to make any payment to Seller when due, the Buyer's entire account(s) with Seller shall become immediately due and payable and Seller may suspend further performance under any order with Buyer. Seller may repossess and remove any such Product, where payment is outstanding, without notice or demand. Alternatively, Seller may require Buyer to gather Product and allow Seller to take possession of it. All past due amounts are subject to a service charge of 2% per month or up to the maximum rate permitted by law, whichever is greater. Seller may, for its own internal purposes, set a credit limit for Buyer based upon Buyer's credit worthiness, which may be reviewed and adjusted by Seller from time to time without notice to Buyer, according to any changes in Buyer's credit worthiness. Buyer is responsible to pay Seller for any Product ordered by Buyer, including but not limited to any orders made in excess of said credit limit, regardless of how high or low that limit is or has been, and all according to the payment terms of this agreement. Buyer is responsible to monitor its account with Seller and to notify Seller of any errors in billing or the applying of payments according to the terms previously set forth in this paragraph. Buyer is responsible to pay Seller for Product which Buyer orders, regardless of any error, omission, or inadvertence in invoicing or in the applying of payments. If Buyer is in default for non-payment, then in addition to other remedies, Buyer agrees to reimburse Seller all costs of collection including reasonable attorney's fees. Payments without a designation shall be applied first to service charges and any applicable costs and attorney's fees, then to Product invoices from oldest to newest. Under the provisions of the MECHANICS' LIEN ACT, a mechanic's lien may be filed against any real estate if payment for said Products is not made when due. Buyer grants Seller the exclusive right to select the forum and venue for any collection action that may become necessary to enforce this Agreement, unless otherwise mandated by statute.
3. **DELIVERY & RETURNS:** Buyer shall examine material upon receipt and prior to installation. All claims for shortages or improper delivery must be made in writing within five (5) days of delivery. Claims not received in writing within the time specified are waived by Buyer. Delivery to the job site constitutes delivery to Buyer, regardless of whether Buyer or his agent is at the site at time of delivery or signs a delivery receipt. Delivery dates given by Seller are estimates. Seller shall not be responsible for failure or delay in delivery. Buyer waives any claims for damages arising from delays in delivery, regardless of the cause. Seller will accept the return for credit of regularly stocked items of the current model in clean, unused and undamaged condition with original packaging with all original parts ("Returns") and proof of purchase from Seller. Returns which are made over 60 days after the date of purchase are subject to a 25% restocking fee. No other material may be returned for credit, including special order items, unless specifically agreed to by Seller. Return requests for materials with a purchase date exceeding 6 months prior to the return request will not be accepted.
4. **BIDS/ESTIMATES:** Any bid/estimate given by Seller to Buyer constitutes a firm price for the materials or services listed thereon only for the period specified in each bid/estimate. Each bid/estimate becomes void upon the expiration thereof. Bids/estimates provided are given by Seller as a courtesy to Buyer and do not guarantee quantities or in any way purport to encompass the entire scope of specifications for materials or services that may be required for any given project.
5. **SECURITY:** To secure payment and performance of all obligations, Buyer hereby grants Seller a Purchase Money Security Interest in all inventory, equipment, and materials distributed by Seller, whenever sold, consigned, leased, rented or delivered, directly or indirectly, to or for the benefit of Buyer by Seller. This includes all construction related materials and services sold by Seller including but not limited to building materials, plumbing, appliances, waterworks, heating and air conditioning along with tools, safety accessories and related supplies ("Collateral"). The security interest extends to all repossessions, returns, and all proceeds from the sale, lease or rental; and all existing or subsequently arising accounts and accounts receivable, chattel paper, general intangibles, and supporting obligations which may from time to time hereafter come into existence during the term of this Agreement. Buyer authorizes Seller to file financing statements describing the Collateral along with other notices, and will assist Seller in taking any other necessary action to perfect and protect Seller's security interest. No products furnished by the Seller shall become a fixture by reason of being attached to real estate.
6. **TRUST:** Buyer agrees that all funds owed to or received by Buyer from any source, resulting from the labor or material supplied by Seller shall be held in trust for the benefit of Seller. Buyer agrees to promptly pay to Seller all such funds. Upon request, Buyer shall irrevocably assign to Seller its account receivable from anyone to the extent that such is resulting from the labor or materials supplied by Seller (in other words, Buyer consents to have its payment on any project written as a joint-check payable to both Seller and Buyer, and to sign over any such joint-checks to Seller up to the amount owed by Buyer to Seller for the related project). Seller is also authorized to provide to other parties information regarding Buyer's account balance owed, for purposes of obtaining payment from any such other party. Furthermore, Seller is authorized to provide other parties with Buyer's account balance information as may be required by law, including for purposes of filings with the State Construction Registry (SCR) and any other necessary actions to secure Seller's lien rights.
7. **WARRANTY:** The Buyer's sole and exclusive warranty on any Product is that provided by the Product's Manufacturer. Seller excludes any implied warranties of merchantability and fitness for a particular purpose, and all other expressed or implied representations and warranties provided by statute or common law.

8. NRCS OR ARDL-FUNDED PROJECTS: If the materials provided under this agreement are incorporated into a project which is to be funded by NRCS or ARDL and if Seller subsequently agrees to defer interest charges and/or demand for payment of the account, said deferral shall not exceed 90 days from the date that the deferral is approved in writing. Unless a shorter time is agreed upon, payment for all principal will become immediately due upon the 91st (ninety-first) day after deferral and interest shall begin accruing on the unpaid balance at the same time, at the rate outlined in this Agreement. The account will also immediately be placed on hold with materials being sold on a COD ("Cash-On-Delivery") basis until the balance of all principal and interest is paid. This agreement is between the Seller and Buyer and nothing herein may be construed to bind Seller to any provision of an NRCS, ARDL, or any other funding source's agreement. The undersigned acknowledges that any balance on this account shall be due and payable to Seller independent of any other agreement the account holder may enter into with NRCS, ARDL, or any other funding source, and that no provision of such agreement shall be binding upon or modify the terms contained herein as to Seller and Buyer (this is not a "pay when paid" agreement).

9. ACCOUNT ACCESS: The Buyer understands and agrees that it is the Buyer's responsibility to manage the authorization or de-authorization of Buyer's employees as pertains to any access to or use of Buyer's account(s) with Seller (for both in-store and online purchases). If any of Buyer's employees quits, is terminated, or otherwise ceases his/her employment with Buyer, or if Buyer decides to withdraw employee's authorization to use Buyer's account(s) for any reason, it is Buyer's responsibility to disable that employee's access to Buyer's online account(s) and to also notify Seller that Buyer's employee is no longer authorized to make in-store purchases. Buyer agrees to indemnify and hold harmless Seller from any claim or cause of action resulting from inappropriate or unauthorized use of Buyer's account(s) by any current or former Buyer employee.

10. VERIFICATION OF LICENSE: If Buyer is required by law to obtain and maintain contractor's license(s) in the state(s) in which they perform labor then it is Buyer's responsibility to obtain and maintain current license(s) as required by applicable law. Any failure to do so could result in suspension of Buyer's account with Seller until any lapse in licensure is corrected.

11. CERTIFICATION: The Buyer certifies the following: (1) the information I provided is true and correct and has been submitted as a material inducement to obtain commercial credit; (2) I am authorized to execute applications and other documents required to establish commercial credit accounts on behalf of Buyer; (3) Seller is hereby authorized to investigate and verify any information provided and inquire of references or others as to ongoing credit worthiness and Buyer agrees that this Agreement and Buyer's extension of credit are subject to continuous credit review and approval; (4) Seller may answer questions from others about its credit experience with the Buyer; and (5) I have read, understood, and agreed to all of the TERMS, and agree to notify Seller, in writing via certified mail, of any material change in name, ownership, location or personal, entity, or corporate status within five (5) days. I authorize Seller to obtain and use consumer reports on the Buyer or its principals for the sole purpose of evaluating current or ongoing credit worthiness, and for any other uses consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @1681 et seq.

Buyer authorizes Seller and/or its credit investigation agency to contact and receive information from the provided references regarding applicant's business background, reputation, personal character and credit worthiness. Buyer further acknowledges that this is in no way an offer of extension of credit.

The undersigned attest to their personal, entity, or corporation's financial responsibility, ability, and willingness to pay all invoices in accordance with the terms stated on this Terms and Conditions Agreement and each Sale. This Agreement may be terminated by the undersigned by written notice via certified mail to Seller and completed payment of all outstanding amounts due. Seller may terminate this Agreement without notice at its discretion.

By: Raven Beatrice Title: SCS Board Chair
*Signature: _____ Date: _____

GUARANTY

In consideration of Seller extending credit hereunder, the undersigned Guarantor(s), jointly and severally and unconditionally guarantee and promise to pay to the order of Seller, on demand, any and all indebtedness, whether before or after incurred, of the above-named Buyer, as well as any costs of collection, including reasonable attorney's fees. This is a continuing guaranty, and the obligations created hereby are unaffected by any change in the terms of the original indebtedness between Seller and the above-named Buyer. The Guarantor(s) hereby agree(s), to the extent permitted by law, to waive the Homestead exemption, notice of acceptance, notice of presentment, demand, non-payment, dishonor and protest. Furthermore, Guarantor(s) consent(s) to and waive(s) notice of any modification, amendment, _____ or extension of the terms of the agreement hereby guaranteed. A Guarantor may revoke this personal guarantee only by providing Seller's Credit Manager written notice via certified mail of his/her intent to revoke. Revocation of one Guarantor shall not relieve any other Guarantor of their obligations under this Guaranty. Revocation shall also not relieve a Guarantor of obligations incurred prior to Seller's receipt of such notice. Subsequent agreements and credit applications shall not serve to alter, supersede, or otherwise modify this personal guaranty.

I/We hereby authorize you or your agents/representatives to secure a credit report and agree to the release of credit information. This authorization shall be continuing without expiration and a photocopy or fax copy shall be given the same effect as the original.

Date: _____
Signature: _____ Social Security #: _____
Print Name: _____
Signature: _____ Social Security #: _____
Print Name: _____



Streamlined Sales Tax Certificate of Exemption

Do not send this form to the Streamlined Sales Tax Governing Board. Send the completed form to the seller and keep a copy for your records.

This is a multi-state form for use in the states listed. Not all states allow all exemptions listed on this form. The purchaser is responsible for ensuring it is eligible for the exemption in the state it is claiming the tax exemption from. Check with the state for exemption information and requirements. The purchaser is liable for any tax and interest, and possible civil and criminal penalties imposed by the state, if the purchaser is not eligible to claim this exemption.

1. Check if this certificate is for a single purchase. Enter the related invoice/purchase order # _____.

2. A. Purchaser's name
Southwest Counseling Service

Print or type

B. Business address City State Country Zip code
2300 Foothill Blvd. Rock Springs WY USA 82901

C. Name of seller from whom you are purchasing, leasing or renting
Mountainland Supply Company

D. Seller's address City State Country Zip code
565 Mohawk Drive Rock Springs WY USA 82901

3. Purchaser's type of business. Check the number that best describes your business.

- | | | |
|--|--|---|
| <input type="checkbox"/> 01 Accommodation and food services | <input type="checkbox"/> 08 Real estate | <input type="checkbox"/> 15 Professional services |
| <input type="checkbox"/> 02 Agriculture, forestry, fishing, hunting | <input type="checkbox"/> 09 Rental and leasing | <input checked="" type="checkbox"/> 16 Education and health-care services |
| <input type="checkbox"/> 03 Construction | <input type="checkbox"/> 10 Retail trade | <input type="checkbox"/> 17 Nonprofit organization |
| <input type="checkbox"/> 04 Finance and insurance | <input type="checkbox"/> 11 Transportation and warehousing | <input type="checkbox"/> 18 Government |
| <input type="checkbox"/> 05 Information, publishing and communications | <input type="checkbox"/> 12 Utilities | <input type="checkbox"/> 19 Not a business |
| <input type="checkbox"/> 06 Manufacturing | <input type="checkbox"/> 13 Wholesale trade | <input type="checkbox"/> 20 Other (explain) |
| <input type="checkbox"/> 07 Mining | <input type="checkbox"/> 14 Business services | |

4. Reason for exemption. Check the letter that identifies the reason for the exemption.

- | | |
|--|--|
| <input type="checkbox"/> A Federal government (Department) * _____ | <input type="checkbox"/> H Agricultural Production * |
| <input checked="" type="checkbox"/> B State or local government (Name) * Sweetwater County | <input type="checkbox"/> I Industrial production/manufacturing * |
| <input type="checkbox"/> C Tribal government (Name) * _____ | <input type="checkbox"/> J Direct pay permit * |
| <input type="checkbox"/> D Foreign diplomat # _____ | <input type="checkbox"/> K Direct Mail * |
| <input type="checkbox"/> E Charitable organization * | <input type="checkbox"/> L Other (Explain) _____ |
| <input type="checkbox"/> F Religious organization * | <input type="checkbox"/> M Educational Organization * |
| <input type="checkbox"/> G Resale * | |

* see Instructions on back (page 2)

5. Identification (ID) number: Enter the ID number as required in the instructions for each state in which you are claiming an exemption. If claiming multiple exemption reasons, enter the letters identifying each reason as listed in Section 4 for each state.

ID number	State/Country	Reason	ID number	State/Country	Reason
AR			NV		
GA			OH		
IA			OK		
IN			RI		
KS			SD		
KY			TN		
MI			UT		
MN			VT		
NC			WA		
ND			WI		
NE			WV		
NJ			WY	83-0205729	WY B

6. I declare that the information on this certificate is correct and complete to the best of my knowledge and belief.

Signature of authorized purchaser	Print name	Title	Date
	Melissa Wray-Marchetti	CFO	02/28/2024

Streamlined Sales and Use Tax Exemption Certificate Instructions

Sections 1-6 are required information. A signature is not required if in electronic form.

Section 1: Check the box for a single purchase and enter the invoice number. If the box is not checked, this certificate is considered a blanket certificate and remains effective until cancelled by the purchaser if purchases are no more than 12 months apart, unless a longer period is allowed by a state.

Section 2: Enter the purchaser's and seller's name, street address, city, state, country and zip code.

Section 3 Type of Business: Check the number that best describes the purchaser's business or organization. If none of the categories apply, check 20 and provide a brief description.

Section 4 Reason for Exemption: Check the letter that identifies the reason for the exemption. If the exemption you are claiming is not listed, check "L Other" and provide a clear and concise explanation of the exemption claimed. Not all states allow all exemptions listed on this form. The purchaser must check with that state for exemption information and requirements.

Section 5 Identification ID Number:

Purchaser's Instructions:

Enter the ID number as required in the instructions below for each state in which you are claiming an exemption. Identify the state or if a foreign ID, the country the ID number is from. If multiple exemption reasons are being claimed enter the letters identifying the reasons for exemption as listed in Section 4 for each state.

ID Numbers for Exemptions other than resale: You are responsible for ensuring that you are eligible for the exemption in the state you are claiming the tax exemption. Provide the ID number to claim exemption from sales tax that is required by the taxing state. Check with that state to determine your exemption requirements and status.

Foreign diplomats and consular personnel must enter their individual tax identification number shown on their sales tax exemption card issued by the United States Department of State's Office of Foreign Missions.

ID Numbers for Resale Purchases (Including Drop Shipments): If you are claiming a purchase is not subject to tax because it is for resale (Exemption Reason G.) and you are:

- 1. Required to be registered in the state you are claiming the tax exemption:** Provide your sales tax ID number issued by that state. If claiming exemption in OH and registration is not required in the state, enter any tax ID number issued by OH. If claiming exemption in MI and registration is not required in the state, enter "Not Required".
- 2. Not registered in the state you are claiming the tax exemption:** Provide your sales tax ID number issued by any state.
- 3. Not required to register for sales tax and you do not have a sales tax identification number from any state:** Enter
-Your FEIN.
-If you do not have a FEIN, enter a different state-issued business ID number.
-If you do not have any state-issued business ID number or FEIN, enter your state driver's license number.
- 4. A foreign purchaser and you do not have an ID number described in 1, 2 or 3:** The following states will accept the tax ID number (e.g., VAT number) issued by your country: AR, IN, KS, KY, ND, NJ, OK, RI, SD, TN, UT, WA, WY. All other states require an ID number as listed in 1, 2 or 3.

If you do not have any of the ID numbers listed in 1 thru 4: You are not required to list an ID number for the following states: NE, OH, SD, WI. Enter "Not Required" and the reason for exemption for that state. All other states require an ID number.

Seller's Instructions

The seller is not required to verify the purchaser's ID number or determine the purchaser's registration requirements. (GA requires the seller verify the purchaser's ID number.) The seller is required to maintain proper records of exempt transactions and provide those records to the state when requested in the form in which it is maintained. These certificates may be provided in paper or electronic format.

The seller is not liable for any tax, interest, or penalty if the purchaser improperly claims an exemption or provides incorrect information on the certificate, provided all the following conditions are met:

1. The fully completed exemption certificate is provided to the seller at the time of sale or within 90 days subsequent to the date of sale;
2. The seller did not fraudulently fail to collect the tax due; and
3. The seller did not solicit customers to unlawfully claim an exemption.

Note: A seller may not accept a certificate of exemption for an entity-based exemption on a sale made at a location operated by the seller within the designated state if the state does not allow such an entity-based exemption.

Drop Shipper Instructions: The drop shipper may accept an ID number to claim the resale exemption as provided above in the Purchaser's Instructions. The ID number may include an ID number issued by another state. This may result in the same ID number being used for multiple states to claim the resale exemption (e.g., a retailer or marketplace seller may only be required to register for sales tax in one state).



February 28, 2024

To: Mountainland Supply Company
565 Mohawk Drive
Rock Springs, WY 82901

Re: Credit Application for Southwest Counseling Service

Dear Mason with Mountainland Supply Company,

Southwest Counseling Service is requesting to set up a direct-bill account with all invoices to be emailed to: acctpayables@swcounseling.org and a line of credit. The request is for a line of credit not to exceed \$2,000.

As SCS is an agency, the signer of the credit application is the Board Chair, Ms. Raven Beattie. All correspondence regarding the account will be with the accounts payable contact indicated on the application.

Thank you,

Raven Beattie, SCS Board Chair

**Information on
SCS Security
Enhancement
and
DJ Glass Estimates**

SWCS Facility Security Enhancement Considerations

Foothill: Locking mechanisms for reception windows; consider ballistic film for reception windows; lock doors which are propped open; ensure panic buttons are working and tested monthly

Ankeny: Change door to medical clinic and keep it closed during work hours; change door handle on door to back hall from waiting room; locking mechanism to reception windows as well as consider ballistic film; change door handle to door into reception office; keep exterior side doors locked from outside; Consider installing a door release for back hall door from waiting room which reception can trigger without having to walk around and open door.

College Hill: ensure panic buttons are working and tested monthly; consider ballistic film for reception windows; ensure reception windows are lockable or securable from waiting room; open office doors should be kept in a "locked state".

Duran: exterior lighting, replace garage door to backyard, more stable door to office, consider ballistic style film to office window. Exterior door should be locked

Washakie: Exterior lighting, exterior doors should be locked, handle and lock are loose on office door.

Churchill: Exterior lighting on rear of residence, door chime for main entryway

Continental and like addresses: Exterior lighting, consider ballistic style film for office window.



Estimate

3700 HWY 374
GREEN RIVER, WY 82935

Date	Estimate No.
1/18/2024	17753

SOUTHWEST COUNSELING
2300 FOOTHILL BLVD
ROCK SPRING WY 82935

The estimate provided herein is an estimate only.
Additional materials or labor may be required.
Estimates good for 30 Days.

~ We will meet or beat any local written estimate! ~

PO #	ESTIMATOR

Item	Description	Qty	Rate	Total	
	SECURITY FILM PER BUILDING - INCLUDES BOTH SIDES OF GLASS, FILM AND LABOR - BASED ON SQUARE FOOTAGE				
TINT	SOUTHWEST COUNSELING - BACK BUILDING	520	15.00	7,800.00T	
TINT	JONAH BUILDING	1,920	15.00	28,800.00T	
TINT	SW ANKENY	660	15.00	9,900.00T	
TINT	SOUTHWEST COUNSELING MAIN	4,152	15.00	62,280.00T	
TINT	HOSPITAL & RECEPTION AREA	1,834	15.00	27,510.00T	
	TAX EXEMPT		0.00%	0.00	
Phone #	307-875-9132	Fax #	307-875-9135	Total	\$136,290.00

E-mail	DAVE@DJSGGLASS.COM
--------	--------------------

Signature _____



Estimate

3700 HWY 374
GREEN RIVER, WY 82935

Date	Estimate No.
1/18/2024	17755

SOUTHWEST COUNSELING
2300 FOOTHILL BLVD
ROCK SPRING WY 82935

The estimate provided herein is an estimate only.
Additional materials or labor may be required.
Estimates good for 30 Days.

~ We will meet or beat any local written estimate! ~

PO #	ESTIMATOR

Item	Description	Qty	Rate	Total	
GLASS	Location: 2300 Foothill Blvd BULLET PROOF GLAZING W/ SPEAKER HOLE- 3 WINDOWS APPROX SIZE - RECEPTION AREA	3	5,104.51	15,313.53T	
LABOR	INSTALLATION	3	250.00	750.00T	
LEXAN*	BULLET PROOF LEXAN 52" X 23" - 1" LEVEL 2	1	4,900.00	4,900.00T	
LABOR	INSTALLATION OF LEXAN	3	200.00	600.00T	
GLASS	Location: 2706 Ankeny Way BULLET PROOF GLAZING W/SPEAKER HOLE, SLOT - ANKENY	3	5,104.51	15,313.53T	
LABOR	INSTALLATION	3	250.00	750.00T	
GLASS	Location: 1124 College Drive BULLET PROOF GLAZING W/ SPEAKER HOLE - SWC HOSPITAL (COLLEGE DRIVE)	4	5,104.51	20,418.04T	
LABOR	INSTALLATION	4	250.00	1,000.00T	
LEXAN*	BULLET PROOF LEXAN - 3 SHEETS	4	9,800.98	39,203.92T	
LABOR	INSTALLATION OF LEXAN	3	200.00	600.00T	
	TAX EXEMPT		0.00%	0.00	
Phone #	307-875-9132	Fax #	307-875-9135	Total	\$98,849.02

E-mail	DAVE@DJSGLASS.COM
--------	-------------------

Signature _____



VENDOR SET-UP FORM

Legal Business Name: DJ's Glass Plus, Inc.

Business Address: 3700 Highway 374

City: Green River State: Wyoming Zip Code: 82935

Remit to Address: 3700 Highway 374

City: Green River State: Wyoming Zip Code: 82935

Phone: 307-875-9132 Fax: 307-875-9135

Email Address: dave@disglass.com

Primary Contact: David Shillcox Contact Title: President

Accounts Receivable Contact: David Shillcox Email: dave@disglass.com

Federal Tax I.D.: 76-0770134 Dun & Bradstreet: _____ GET Tax Number (HI Only): _____

Contractor License No.: (ATTACH COPY) See attached State of License: City of GR

Scope of Work Divisions: Division 08 - Storefront, Glazing, assoc. Hardware

Union: Yes No

Organization:
 Corporation Individual Joint Venture Partnership Limited Liability Company

Status: (Check all that apply)
 Large Business Universities & (MI) Minority Institutions
 Small Business (VOSB) Veteran-Owned Small Business
 (SDB) Small Disadvantaged Business Service-Disabled Veteran-Owned Small Business
 (HBCU) Historically Black Colleges (WOSB) Women Owned Small Business
 (HUBZone SB) HUBZone Small Business Other _____

Please fill out all of the above information & return this form along with a completed W9 to contractadministrator@bodellconstruction.com

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. DJ's Glass Plus, Inc.</p> <p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 3700 Highway 374</p> <p>6 City, state, and ZIP code Green River, WY 82935</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional) Bodell Construction</p>

<p>Part I Taxpayer Identification Number (TIN)</p> <p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 25px; height: 25px; text-align: center;">7</td> <td style="width: 25px; height: 25px; text-align: center;">6</td> <td style="width: 25px; height: 25px; text-align: center;">-</td> <td style="width: 25px; height: 25px; text-align: center;">0</td> <td style="width: 25px; height: 25px; text-align: center;">7</td> <td style="width: 25px; height: 25px; text-align: center;">7</td> <td style="width: 25px; height: 25px; text-align: center;">0</td> <td style="width: 25px; height: 25px; text-align: center;">1</td> <td style="width: 25px; height: 25px; text-align: center;">3</td> <td style="width: 25px; height: 25px; text-align: center;">4</td> </tr> </table>	Social security number																				or										Employer identification number										7	6	-	0	7	7	0	1	3	4
Social security number																																																			
or																																																			
Employer identification number																																																			
7	6	-	0	7	7	0	1	3	4																																										

Part II Certification
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ 1/19/24
------------------	----------------------------------	-----------------------

General Instructions

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

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

Purpose of Form

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

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

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

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

3565

**CONTRACTORS LICENSE
CITY OF GREEN RIVER, WY
DEVELOPMENT SERVICES DEPARTMENT**

This LICENSE issued pursuant to the requirements of Ordinance Number 08-10

Name of Business DJ's Glass Plus, Inc.

Name of Owner David Shilcox

Physical Business Address 3700 Highway 374, Green River WY 82935

Mailing Address 3700 Hwy 374, Green River WY 82935

Description of Business Glass Replacement/Remodeling

Date of Issuance January 24, 2023 *Issued by* Yvonne Olguin

Amount Paid \$50.00 *Expires on* April 1, 2024

Yvonne Olguin
Administrative Services Technician
POST IN A CONSPICUOUS PLACE

This license shall be subject to revocation in the event the business is conducted in any unlawful manner, to include violation of or non-compliance with the ordinances of the City and the laws of the State of Wyoming by the licensee in the operation of the business or of the business premises.




STATE OF WYOMING CERTIFICATE OF RESIDENCY



Contractor Number: 0076

DJ'S GLASS PLUS, INC.

HAS BEEN GRANTED RESIDENCY STATUS PURSUANT TO WYOMING STATUTE 16-6-101, AS AMENDED. FIVE PERCENT PREFERENCE SHALL BE ALLOWED WHEN BIDDING ON ANY PUBLIC WORKS CONTRACT FOR A PERIOD OF ONE (1) YEAR FROM THE DATE CERTIFICATION IS GRANTED. GRANTED THIS 5TH DAY OF SEPTEMBER TWO THOUSAND AND 23


Michele Johnson, Program Manager

EXPIRATION DATE: 9/4/2024

To verify the authenticity of the certificate,
please contact our office at 307-777-7261 or visit
wyomingworkforce.org/businesses/labor/info



CERTIFICATE SERIAL NUMBER: 0509202331

**Wyoming
Consumer Survey
Overall Results for
2023**

2023 Adult MHSIP Questions for Southwest Counseling Service (Combined)

Question	Total Number of Responses	Strongly Agree	Percentage of Those who Strongly Agree	Agree	Percentage of Those who Agree	Strongly Agree + Agree Percentage	Category	Percentage Strongly Agree + Agree by Category
Services are available at times that are good for me	96	54	56%	30	31%	88%	Access	84%
I am able to get all of the services I thought I needed	96	55	57%	31	32%	90%		
I am able to see a psychiatrist or prescriber when I want	96	43	45%	28	29%	74%		
The location of services is convenient	96	54	56%	31	32%	89%		
Staff return my calls within 24 hours	96	42	44%	32	33%	77%		
I would recommend this agency to a friend or relative	96	53	55%	28	29%	84%		
I believe that staff see me as a partner in my treatment	96	43	45%	36	38%	82%	Planning	83%
I feel comfortable asking questions about my treatment and medication	96	45	47%	38	40%	86%		
I, not staff, decided my treatment goals	96	30	31%	38	40%	71%		
Staff encourage me to take responsibility for how I live my life	96	51	53%	36	38%	91%		
Staff are sensitive to my cultural/ethnic background (race, religion, language, other)	96	44	46%	27	28%	74%	Culture	74%
If I use prescription medicine, staff tell me the possible side effects	96	36	38%	20	21%	58%	Quality	86%
Staff treat me with respect	96	61	64%	22	23%	86%		
Staff speak with me in a way that I understand	96	60	63%	28	29%	92%		
Staff here believe that I can grow, change, and recover	96	52	54%	39	41%	95%		
Staff help me obtain information and skills so that I can take charge of managing my life	96	44	46%	41	43%	89%		
I have been given information about my rights as a client	96	61	64%	31	32%	96%		
In a crisis, I would have the support I need from family or friends	96	39	41%	38	40%	80%	Social	68%

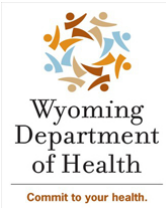
2023 Adult MHSIP Questions for Southwest Counseling Service (Combined)

Question	Total Number of Responses	Strongly Agree	Percentage of Those who Strongly Agree	Agree	Percentage of Those who Agree	Strongly Agree + Agree Percentage	Category	Percentage Strongly Agree + Agree by Category
I have people who are close to me who motivate and support my wellness and recovery	96	44	46%	34	35%	81%		
I feel that I belong in my community	96	35	36%	31	32%	69%		
The place where I live is considered home to me	96	35	36%	26	27%	64%		
I participate in community activities that are not associated with this agency. (i.e. church, civic organizations, events)	96	29	30%	17	18%	48%		

Notes

1. The 2023 consumer survey had an abbreviated data collection period and the results may not accurately reflect the characteristics of the service population.
2. Surveys submitted that were marked as first visit were excluded.
3. Paper surveys that were submitted that had no services selected were excluded.
4. Figures are unique to each category (MH OP, SUD OP and MH/SUD RES). They should not be added together for a total figure as a client could have received both MH OP and SUD OP services.

Title 25 and Residential Bed Updates



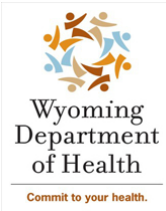
Wyoming Client Information System

RaHS Capacity Admin

Agency Group: **Southwest Counseling Service** Agency Program: **All**
 Level of Care: **All** Fiscal Year: **2024**
 Start Date: **7/1/2023** End Date: **1/31/2024**

Days in reporting period: 215

	Available Days	State Contract Capacity	State Bed Days Occupied	State Capacity Rate
SUD Primary Residential				
Southwest C: Rock Springs/SUD Primary Res - 100205	8815	41	7696	87.31%
Southwest C: Rock Springs/SUD Primary Res - Pregnant/Parenting Women - 100208	1935	9	1680	86.82%
SUD Social Detox				
Southwest C: Rock Springs/SUD Social Detox - 100214	645	3	439	68.06%
SUD Regional Transitional				
Southwest C: Rock Springs/SUD Transitional Residential - 100213	3655	17	3187	87.20%
MH Subacute Residential				
Southwest C: Evanston/MH Subacute Res - 016005	215	1	191	88.84%
Southwest C: Rock Springs/MH Subacute Res - 016006	1075	5	709	65.95%
MH Supervised Living				
Southwest C: Evanston/MH Supervised Living - 016004	3440	16	2965	86.19%
Southwest C: Rock Springs/MH Supervised Living - 016001	2580	12	2171	84.15%
MH Long Term Group Home				
Southwest C: Evanston/MH Long Term Group Home - 016009	1935	9	1806	93.33%
Southwest C: Rock Springs/MH Long Term Group Home (& Level 5) - 016013	2365	11	2183	92.30%
MH Transitional Group Home				
Southwest C: Evanston/MH Transitional Group Home - 016008	1720	8	1525	88.66%
Southwest C: Rock Springs/MH Transitional Group Home - 016002	1935	9	1843	95.25%



Wyoming Client Information System

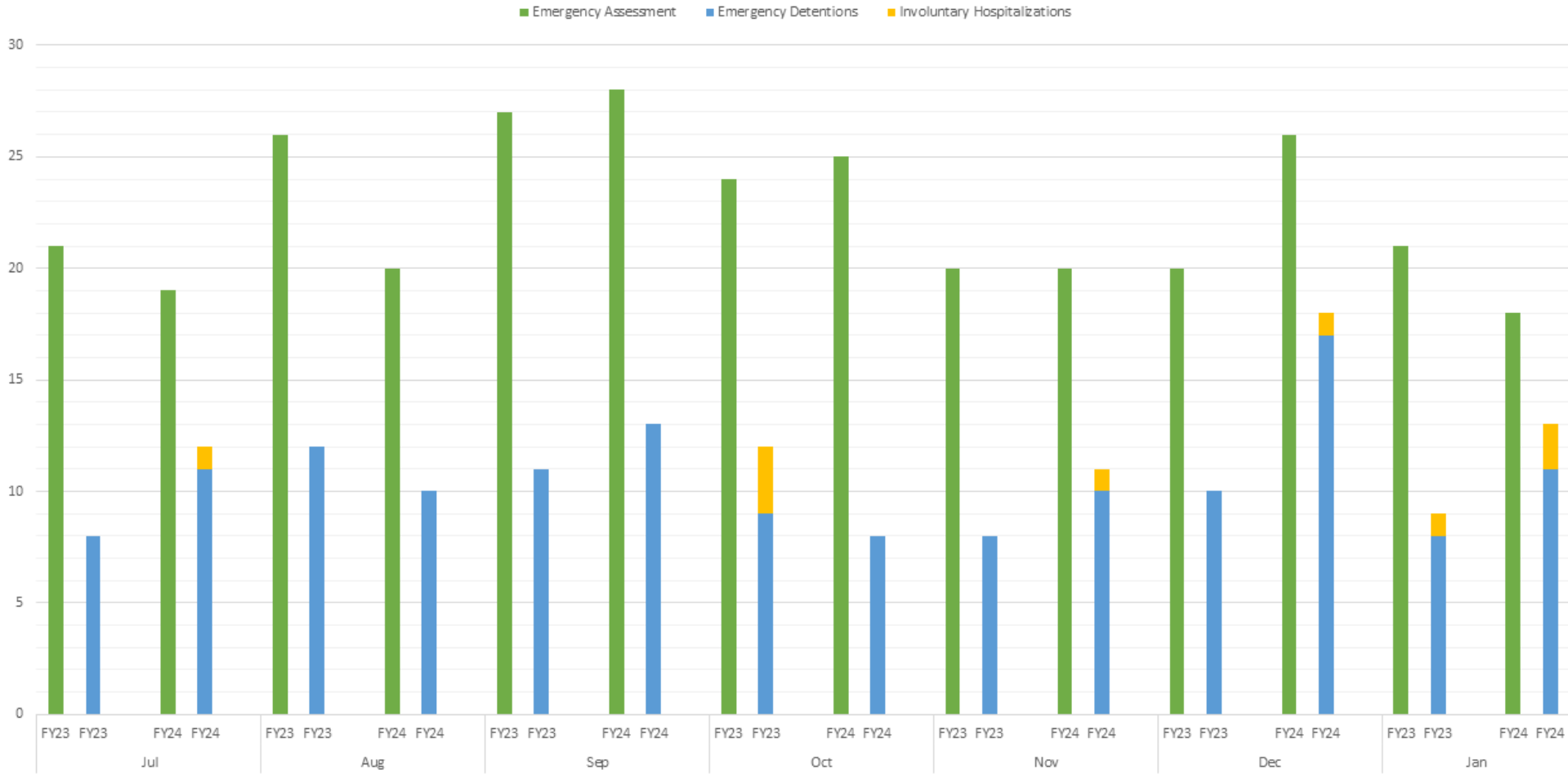
RaHS Capacity Admin

Agency Group: **Southwest Counseling Service** Agency Program: **All**
 Level of Care: **All** Fiscal Year: **2024**
 Start Date: **7/1/2023** End Date: **1/31/2024**

Days in reporting period: 215

Level Of Care	Available Days	State Contract Capacity	State Bed Days Occupied	State Capacity Rate
SUD Primary Residential				
Southwest Counseling Service	10750	50	9376	87.22%
SUD Social Detox				
Southwest Counseling Service	645	3	439	68.06%
SUD Regional Transitional				
Southwest Counseling Service	3655	17	3187	87.20%
MH Subacute Residential				
Southwest Counseling Service	1290	6	900	69.77%
MH Supervised Living				
Southwest Counseling Service	6020	28	5136	85.32%
MH Long Term Group Home				
Southwest Counseling Service	4300	20	3989	92.77%
MH Transitional Group Home				
Southwest Counseling Service	3655	17	3368	92.15%

Sweetwater County Title 25 Emergency Detentions, Involuntary Hospitalizations and Emergency Assessments



Request for Applications and Proposals

STATE OF WYOMING
WYOMING DEPARTMENT OF HEALTH
BEHAVIORAL HEALTH DIVISION
MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES SECTION

REQUEST FOR APPLICATION

CRISIS SERVICES CONTINUUM OF CARE

PROPOSAL DUE DATE AND TIME

FRIDAY, FEBRUARY 23, 2024

5:00 PM MT

Emailed to Agency Contact

AGENCY CONTACT:

DANI SULLIVAN

dani.sullivan1@wyo.gov

307-777-7728

GUIDANCE

The following contains information about the guidance necessary to complete the request for application.

DESCRIPTION

Mental health and substance use disorders (SUDs) are among the leading causes of disability for people in the United States.¹ To compound this statistic, many of those individuals do not receive care due to workforce shortages, including lack of staff with higher credentials or licensing. Add in the rural/frontier make-up of Wyoming and the gap of available services gets wider.

Crisis services should provide intervention at the point of a behavioral health crisis and provide care at the most appropriate level. The intent is to divert individuals from higher levels of care like an emergency department or emergency detention which may lead to an involuntary hospitalization.

The Behavioral Health Division is looking for providers to deliver crisis services on the continuum of care. Applicants may choose to apply to provide one or more of the listed services on the continuum. Applications will be reviewed on a competitive basis and funding awarded to the provider(s) with the highest scores based on available funding. Submission of application is not a guarantee of funding award or contract.

FUNDING

Approximately \$3,000,000 in funding is available for the crisis continuum services. The number of applications funded and amounts awarded will be based upon requests received.

APPLICATION PROCESS

Applications will be accepted until Friday, February 23, 2024 at 5:00:00 PM MST. The successful applicant(s) will be awarded funding with the anticipated contract term of May 2024 through April 2025. There is **no guarantee** of continued funding. Incomplete applications will be returned to the applicant without review.

The Wyoming Department of Health, Behavioral Health Division (Agency) will convene a team to review and score the applications. The evaluation will be based on the demonstrated capabilities of the applicant in relation to the needs as set forth in this request for application. The merits of each proposal will be evaluated individually according to the proposal objective scoring criteria described in this document. The Agency may contact the Applicant to clarify information in the proposal, as applicable. The Agency reserves the right to accept or reject any proposal, and to waive any minor irregularities in the proposals.

Applicants shall receive written notice as to whether the application has been approved to be funded wholly, in part, or not funded. Funded applicants will begin the contract process with the Agency. All funded services must be completed within the term of a Contract. Payment for services is through reimbursement upon receipt and approval of a monthly invoice. There is no guarantee of continued funding.

CRISIS SERVICES

Services included in the continuum are listed below. Detailed information for each service, including admission criteria, continued stay/discharge criteria, response time and staff requirements can be found in

¹ U.S. Burden of Disease Collaborators 2018.

Attachment A, Crisis Continuum of Care Service Definitions. You may apply for one or more of the services listed.

- Crisis Intervention Services
- 23 hour Observation Services
- Sub-Acute Crisis Residential
- Crisis Stabilization Services

The anticipated term for service delivery is May 2024 through April 2025.

REQUIREMENTS

1. Provider must be registered to do business in the State of Wyoming and provide documentation evidencing that authority.
2. Electronically submitted monthly invoice and summary reports are due to the Division by the 15th of each month following the previous month of service. These documents will include a summary of activities completed and number of individuals served.
3. Complete a final annual report, due no later than June 30, 2025, submitted electronically. This report will include a summary of services delivered during the contract term including a unique client count, total clients served, services delivered and types of referrals made.

UNALLOWABLE EXPENDITURES AND USE OF FUNDING

The following services are unallowable costs under this funding:

1. Capital construction projects or purchase of a building.
2. Programs currently funded through any other source, including but not limited to, federal grant funding, contracts with Department of Health (all divisions), or other State Agencies, City or County funding.
3. Payment of expenses for lobbying.
4. Pay for administrative and promotional items including rent, clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags.
5. Purchase, prescribe, or provide marijuana or treatment using marijuana.
6. Make direct payments to individuals being served.

APPLICATION

Please provide the below information in a written electronic format (Word, PDF, etc.) to be emailed for submission by Friday, February 23, 2024 at 5:00:00 PM MST to dani.sullivan1@wyo.gov. Budgets may be completed within the same document or submitted as a separate document using electronic spreadsheets.

KEY DATES

Event Description	Date	Time (Mountain Time)
RFA Submission Due Date <i>Sent to dani.sullivan1@wyo.gov Subject line: Crisis RFA Application</i>	February 23, 2024	5:00:00 P.M.
Tentative Award Date	March 5, 2024	N/A
Tentative Work Begins	May 2024	N/A

COVER PAGE

Please provide the following information:

1. Proposer's legal name, address, and contact information;
2. Name, title, and contact information of the individual authorized to negotiate contract terms; and
3. Name, title, and contact information of the individual/s to be included as signors.

DESCRIPTION

Provide a description of how your agency will deliver the service(s) in accordance with the service definitions and expectations outlined in Attachment A. Description shall include location(s) where service(s) will be delivered, a listing of staff including credentials, listing of partners and collaborators for service delivery (include any formal agreements already in place), method of service delivery (in-person, telehealth or combination). Additionally, please include how you will work with the 988 call centers as a provider receiving referrals for an individual in crisis.

COST PROPOSAL

Payments will be made as a fee for service rate. The cost proposals shall be submitted as a per diem rate with a number of beds for the service(s) indicated, as applicable.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

SCORING CRITERIA

Each application received will be reviewed for completeness prior to scoring. Incomplete applications will be returned to the applicant without scoring. Each complete application will be scored using the following:

Cover Page..... 50 pts max

Description

Location(s)..... 50 pts max

Staffing including credentials 100 pts max

Description of Services 100 pts max

List of partners/collaborators..... 50 pts max

Formal Agreements included 50 pts. max

Method of Service Delivery 75 pts. max

Referrals from 988 25 pts max

Total Scoring Available..... **500 pts max**

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

**Proposal Price Sheet and Signature Page
Wyoming Department of Health**

Crisis Services Continuum of Care

Applicant: check the box next to the name of the service(s) applying to deliver. Provide a per diem cost for the service(s) and an all-inclusive price for service(s) listed on page 3. Service definitions and expectations can be found in Appendix A.

Crisis Intervention Services

Per diem cost: _____ # of beds _____

23 hour Observation Services

Per diem cost: _____ # of beds _____

Sub-Acute Crisis Residential

Per diem cost: _____ # of beds _____

Crisis Stabilization Services

Per diem cost: _____ # of beds _____

All Inclusive Price (all services for contract term) \$ _____

Signature

Date

Name

Title

The State will negotiate payment terms based upon a schedule to be determined by the proposer and the State. Payment of invoices will be based upon the proposer meeting stated deadlines for deliverables and upon the Agency's written acceptance of the deliverables.

Appendix A - Crisis Continuum of Care Service Definitions

Crisis Services must start as soon as an individual identifies they need help. This can occur in person, telephonically or via online access including email, Facebook, or, other social media platforms. It can be through any portal of entry – Crisis Lines and the 988 system, onsite at the CBHO, EDs, engagement with First Responders, entering the criminal justice system, or anywhere in the community.

There are no Exclusionary Criteria for Crisis Services, except as defined at the end of this appendix, only the need to determine the appropriate Level of Care (LOC) placement. Barriers to care must be removed. This includes replacing historical practices that interfere with collaborative care models with practices that support them.

All providers are required to use the DLA-20 and ASAM Criteria with fidelity as part of their assessment and service delivery for individuals in crisis. In addition to the DLA 20 and ASAM Criteria, CBHOs are expected to use situationally appropriate, evidence-based symptom monitoring tools which would include PHQ-9, CSSR-S, AUDIT, GAD-7, and others to determine baseline symptoms and monitor progress.

Rapid access to crisis care is the cornerstone of a “Non-Four Walls, No Wrong Door” system. The need for rapid access necessitates the linkage with the 988 call centers in Wyoming to develop a process for referrals.

Service Definitions

CRISIS INTERVENTION SERVICES

Crisis intervention is designed to support an individual experiencing an abrupt change in behavior which is usually associated with a precipitating situation. The individual usually presents with:

- Marked increase in personal distress.
- An inability to recognize solutions to the current situation.
- Significant Functional Impairment including failure to utilize personal coping strategies.

It is frequently the first contact an individual or his or her family/responsible caregiver(s) have with the Behavioral Health System. Crisis services are time-limited and present-focused addressing the current crisis and linking the individual and their support system to the appropriate LOC services. Crisis intervention may involve the person, his or her family/responsible caregiver(s), and/or significant other, as well as other service providers.

Identifying if an Advanced Directive, WRAP Plan, or other Safety Plan exists is critical as it will guide the engagement and intervention. All interventions provided should honor and be respectful of the individual’s and when appropriate, the family’s wishes/choices by following the plan as closely as possible modified only as needed based on current presentation and clinical judgment. At the end of the crisis, the plan should be reviewed and updated with any additional actions that were of benefit.

If this is a first contact, or no Crisis Plan exists, the last action of the Crisis intervention should be the development of an Advanced Directive or Safety Plan if possible. If this is not possible, this should be communicated to the follow up treatment provider so they can address this as they develop the Individual

Recovery Plan (IRP).

Interventions that may be used to de-escalate a crisis include:

- Situation Assessment including a suicide and violence risk analysis
- Active listening and empathic responses to help relieve emotional distress
- Monitoring for warning signs of crisis related behavior with effective use of verbal and behavioral responses to decrease and prevent the development of crisis responses
- Assistance with active problem solving, involving the individual to the extent possible in developing a plan for action and situation resolution
- Facilitating access to the correct LOC placement needed to manage the crisis and/or provide rapid follow up to prevent a recurrence
- Mobilization of natural support systems
- Brief therapeutic engagement to initiate active treatment
- Acute evaluation for psychiatric medications
- Other crisis interventions as appropriate to the individual and current circumstances

Care coordination activities must include setting appointments for services within 7 days including next day care when indicated or arranging for transport to a higher level of care based on client need. They will provide at a minimum 72 hour and 7-day follow-up contact post crisis resolution for all individuals served. At least three attempts will be made at these specific check-ins with appropriate documentation regarding engagement and client progress.

Other support services may be billed as needed to provide linkage and initiation of services. This can include:

- Individual Therapy
- Evaluation and Management (E/M) Services
- Peer Support Services

Admission Criteria

- Treatment at a lower intensity has been provided and failed or is deemed not appropriate for the current situation AND
- The person has a known or suspected mental health diagnosis or substance related disorder and is expressing or demonstrating a need for emergent behavioral healthcare services OR
- The person is at risk of harm to self, others, and/or property. The risk may range from mild to imminent and one or both of the following:
- The individual has insufficient or severely limited resources and/or skills necessary to cope with the immediate crisis OR
- The person demonstrates a lack of judgment and/or impulse control and/or cognitive/perceptual abilities AND

Continued Stay Criteria

Crisis Intervention may be used multiple times during an individual's recovery process and course of treatment. However, each engagement with this LOC is intended to be a discrete time-limited service that stabilizes the individual and transitions them to the appropriate LOC, usually within a few hours.

Exclusionary

All individuals are eligible for Crisis Intervention Services. Crisis Intervention staff will assess and rapidly transition those in need of more intensive services to a higher LOC.

Discharge Criteria

- The crisis has resolved, and a follow up plan has been established which includes care coordination and a warm handoff process AND
- An Advanced Directive/Crisis Plan has been discussed, created, or updated OR
- The individual has been transferred to a higher LOC

Staff Requirements

- Practitioners recognized as able to provide individual Counseling as required by state statute who have specific training and experience in Crisis Management
- Individuals with Case Management and/or Peer Counseling Credentials as defined by state statute who have specific training and experience in Crisis Management.
- Care Coordination Services under state approved intervention services

Response Time

Emergent care should be provided within 60 minutes but no longer than 2 hours. This is a critical quality measure of Crisis Service Delivery and will be monitored closely. All barriers that prevent this level of response should be identified. All stakeholders need to assist in the development and support of identified solutions.

Service Accessibility

- Services are available 24-hours/ day, 7 days per week, and may be offered by telephone, telemedicine, and/or face-to-face in community settings (home, school, community, clinic) and the ED.
- Crisis Services ensure those with Limited English Proficiency (LEP) or who are deaf or hard of hearing are able to receive services using telephonic or video interpreter tools.

23 HOUR OBSERVATION

In addition to the criteria outlined under Crisis Intervention, individuals served in 23-Hour Observation facilities need ongoing evaluation and intervention beyond an initial crisis assessment and referral process. This service allows additional time to:

- Complete a Comprehensive Biopsychosocial Assessment

- Complete a Comprehensive Psychiatric Evaluation
- Complete the DLA 20
- Resolve Acute Intoxication with time to monitor for withdrawal symptoms and determine the need for detoxification services
- Manage medical conditions
- Complete additional diagnostic testing
- Obtain collateral information and clarify information provided
- Activate SDOH Resources
- E/M Services for Medication Management of Behavioral Health Conditions
- Provide extended Crisis Counseling
- Determine LOC Placement

This additional time can support diversion from higher levels of care, promoting resiliency and recovery focused self-management, and engagement of natural supports. This allows individuals to receive treatment in the least restrictive environment possible which is the most cost-effective approach to service delivery.

Disposition and discharge planning should start as soon as the individual enters the 23-Hour Service Facility. This includes preparing to transition the individual to a higher level of care as soon as it becomes clear the crisis cannot be resolved in the allotted time frame.

23-Hour Crisis Service Centers (CSC) can exist as free-standing facilities, be embedded in Emergency Departments (EDs), or be collocated with other Behavioral Health Services. Facilities are open 24/7. Services can be accessed directly by consumers or via drop off by Law Enforcement Officers and other first responders, integrated medical, psychiatric, and clinical services are necessary at this level of care.

This level of care requires onsite nursing with behavioral health services that include Psychiatric and Clinical Treatment, Care Coordination and Case Management, Peer Supports, and trained mental health technicians (MHTs). Psychiatric and clinical services must be available within 60 minutes and can be provided using telehealth. Rapid access to medical management of detoxification and other medical concerns requires strong partnerships with hospital systems.

When CSCs are embedded in the ED, nursing, medical management, and MHTs are usually provided by the ED and the CBHO provides behavioral health resources including Clinical and Psychiatric Services, Care Coordination, and Peer Supports. WDH requires that regardless of the location, all wrap-around services must be available.

Clinical Operations

WDH and Medicaid will create a 23 Hour Bed Rate. Overlay services offered will be individualized to address the specific elements of the current situation. Crisis Units (CPT codes 90839 or 90840) are used to specifically address the Acute Crisis needs of the individual. The time billed under these codes requires the staff member to devote their entire effort to the individual in crisis which may include engagement with family members/supports and collaboration with all providers involved in managing the crisis.

CSCs require Psychiatric oversight and supervision for the quality management of services delivered.

Care coordination activities must include setting appointments for services within 7 days including next day care when indicated or arranging for transport to a higher level of care based on client need. They will provide at a minimum 72-hour and 7-day follow-up contact post crisis resolution for all individuals served. At least three attempts will be made at these specific check-ins with appropriate documentation regarding engagement and client progress.

Other support services will be billed as needed to provide medical stabilization, linkage, and initiation of services. This can include:

- Psychiatric Assessment and E/M Services
- Nursing Assessment and monitoring under the supervision of an RN
- Observation by trained MHTs
- Medical evaluation and management of detoxification and other health conditions
- Individual Therapy
- Peer Support Services
- Medication will be administered by credentialed medical personnel in accordance with state statute.

Admission Criteria

- Treatment at a lower intensity has been provided and failed or is deemed not appropriate for the current situation **AND** the client continues to have serious unmet behavioral health concerns after Crisis Intervention Services have been rendered **AND**
- The person has a known or suspected mental health diagnosis or substance related disorder and is expressing or demonstrating a need for emergent behavioral healthcare services **OR**
- The person is at risk of harm to self, others, and/or property. Risk may range from mild to imminent and one or both of the following:
- The individual has insufficient or severely limited resources and/or skills necessary to cope with the immediate crisis **OR**
- The person demonstrates lack of judgment and/or impulse control and/or cognitive/perceptual abilities **AND**
- The individual does not meet criteria for Crisis Stabilization or Inpatient Hospitalization **OR** Criteria for admission to this level of care is met but it is anticipated the current crisis should be resolved within the 23 Hour Time Frame. This is based on either the naturally expected course of the clinical/medical situation, individual history of rapid resolution of crisis situations or the expectation that available interventions can and will assist the individual in transitioning to a lower level of care.

Exclusionary Criteria

- Free Standing CSCs cannot accept Individuals under emergency detention status as defined by state statute; these individuals must be directed to the nearest available Designated Emergency Receiving Facility.
- All facilities must comply with state established minimum standards of medical care available based on their location and status as a CSC and will only exclude admissions based on the WDH defined state Exclusionary Criteria (See Appendix D).

Continued Stay Criteria

- Time has not exceeded 23 hours.
- Continued Need for Crisis Stabilization

Discharge Criteria

- The crisis is resolved or referral to an appropriate level of care has been made with care coordination having arranged for the transfer of care.
- The maximum length of stay has been met

Staffing Requirements

- Staffing resources can be shared with collocated services and must include:
- Nursing Staff able to provide physical and behavioral health evaluations and monitoring; must be available 24/7
- MHTs able to assist nursing staff with monitoring and engagement available 24/7
- Primary Care Physicians and/or their APRN/PA designees able to assess and treat medical conditions including safe detoxification
- Psychiatrist and/or their APRN/PA designees competent in Behavioral Health assessment and management
- Clinicians recognized as able to provide individual Counseling as required by state statute who have specific training and experience in Crisis Management
- Individuals with Case Management and/or Peer Counseling Credentials as defined by state statute who have specific training and experience in Crisis Management.
- Individuals with Care Coordination experience and training in addressing crisis needs
- State contracts for this service may list additional staffing requirements. In the event of conflicting requirements, providers must adhere to the most stringent requirement.

Response Time

- Nursing and MHT onsite
- Psychiatric, Clinical, and Medical Providers must be available within one hour; other support services must be available within two hours. All overlay services may be provided through telehealth if appropriate.

Service Accessibility

- The service is available 24 hours a day, 7 days a week, 365 days a year.
- Crisis Services will ensure those with Limited English Proficiency (LEP) or who are deaf or hard of hearing are able to receive services using telephonic or video interpreter tools.

SUB-ACUTE CRISIS RESIDENTIAL

Short Term Sub-Acute Residential Services, also referred to as Crisis Residential Treatment Programs (CRTP), time-limited therapeutic housing programs with embedded and individualized overlay services. They are designed to provide 7-14 days of respite and stabilization for individuals who do not need Crisis Stabilization Unit services or Hospitalization **OR** individuals stepping down from a higher level of care including the State Hospital **OR** as part of a reentry plan for those treated for mental health and SUD in the Criminal Justice System. This service can be key to breaking the cycle of readmission and CJS Recidivism which has become far too common for individuals with serious mental illness (SMI) and substance use disorders (SUD).

They operate under psychiatric oversight and supervision to ensure the complex biopsychosocial needs of the individuals served are met. Programming is designed to address the needs of individuals with limited or compromised social supports who are dealing with psychiatric symptoms, SUD including mild to moderate withdrawal or post-acute withdrawal symptoms, and/or high risk for increased symptom development or relapse.

The collocation of individuals with different needs requires CRPT staff to be co-occurring competent and trained to assist each resident based on their individual needs and conditions. Ensuring programming addresses the diversity of the populations served and creating a therapeutic milieu that promotes mutual respect and support among the residents are essential elements of these programs.

CRTPs are voluntary programs, and **individuals must be able to function independently**. Residents are expected to actively engage in treatment. They are responsible for working with case management and care coordination staff on disposition planning and self-directed engagement with resources to increase their resilience and self-efficacy. The treatment goals for this level of care include:

- Development and implementation of an individualized stabilization plan
- Crisis resolution
- Emotional and behavioral stabilization
- Symptom reduction
- Life skills development
- Connection with community resources and natural supports
- Re-establish a sense of functionality and independence
- Linkage to Behavioral Health and Primary Care Services, and services that can assist with SDOH

By focusing on the whole health needs of individuals, medical services (behavioral health and primary care), clinical services, case management, and peer supports work as a team to support residents in achieving these goals. Interventions include:

- Motivational engagement,
- Psychosocial Rehabilitation Groups,
- Individual Counseling,
- Medication Management
- Care Coordination.

Clinical Operations

CRTPs require Psychiatric oversight and supervision for the quality management of services delivered.

Care coordination activities must include setting appointments for follow up services within 7 days including next day care when indicated or arranging for transport to a higher level of care based on client need. They will provide at a minimum 72-hour and 7-day follow-up contact post discharge for all individuals served. At least three attempts will be made at these specific check-ins with appropriate documentation regarding engagement and client progress.

Services offered will be individualized to address the specific needs of each resident. Required services include:

- Nursing Assessment, monitoring of medication observation and medication self-management practices in compliance with state statute, nursing care as ordered and provision of healthcare groups.
- 24/7 Observation by trained MHTs
- Medical management of routine primary care health conditions
- Psychiatric Evaluation and Management Services
- Medication Management of Addictions including detoxification of mild to moderate withdrawal as defined by CIWA/COWs Scores including the use of Post-acute Withdrawal Symptom (PAWS) Protocols at all locations, Medication Assisted Treatment (MAT) including induction and monitoring per an established protocol through existing local resources, and Opioid Antagonist Therapy using Naltrexone for Opioid Use Disorder and Alcohol Use Disorder.
- Individual and Group Services are provided at a minimum of 6 hours per day using psychosocial rehabilitation principles, WDH approved Manualized Programming, and involving family members and other identified supportive individuals.
- Care Coordination and Case Management Services available a minimum of 40 hours per week including weekend coverage
- Peer Support Services are available a minimum of 20 hours per week including weekend coverage. MHTs may provide this service if they are properly credentialed as Peer Support Specialists.
- Routine Crisis Respite support with a minimum of one face-to-face (FTF) contact per day that is documented in the record. During the initial 72 hours, a minimum of three (FTF) contacts (Morning, Afternoon, and Evening) will be required. This enhanced level of contact should be maintained on an individualized basis, but if the need for this level of contact continues past the first three days, the supervising psychiatrist must be informed, and a daily treatment team discussion must take place until routine engagement is established.
- Crisis Plan development or plan review and refinement must be completed prior to discharge
- Addressing barriers to resolving SDOH documented using individual client logs monitoring actions taken by staff and by the client, status updates and, outcomes including denials.
 - Apply for vital records (Birth Certificates, Social Security Cards) within three business days.
 - Initiate appropriate entitlement applications within three business days.
 - Establishing housing goals, providing resources, and assisting with housing search activities including application processes within three days.
 - Establishing vocation and return to work goals, providing resources, and assisting with employment search activities including application processes.

The program will follow a posted daily schedule that supports therapeutic engagement and assists the individual in developing a personal schedule that will assist them post discharge in accessing care and addressing SDOH. The schedule must include:

- Sleep and Wake Times
- Mealtimes

- Medication Access Times
- Individual and Group Services
- Assigned Task Completion Time
- Leisure and unstructured time

During the initial 72 hours, all individuals must have a behavioral health assessment or update if completed prior to admission, a functional assessment, and a comprehensive risk/needs assessment focused on SDOH. Providers must develop a contingency plan in case the primary housing plan does not actualize during the maximum length of stay period.

All programming and interventions will be designed to facilitate a successful return to the community within 14 days. Admission processes must be streamlined. Requests for admission must be timely as outlined below and transition into the program should occur within 24 hours of acceptance. CRTP services must provide basic room and board expectations as defined by state statute. Bedrooms must allow a minimum of 100 sq feet per individual with beds, mattresses, and adequate storage space for personal belongings. Other expectations include:

- Provision of three (3) nutritious meals per day and nutritional snacks.
- Provision of clean linens/towels
- Provision of personal hygiene products if the individual is unable to supply their own.
- Adequate bathroom and bathing facilities that must not require access through another individual's bedroom.
- Access to laundry facilities
- Maintenance of a clean and safe environment. Residents are expected to participate in the upkeep of their personal space and common areas as part of their rehabilitative process.

Programs are encouraged to use Video Conferencing Resources to support client engagement with community resources, but transportation assistance should be available when needed.

Admission Criteria

- Individuals with an SMI or SUD that interferes significantly with their ability to reside safely in the community and at least one of the following
 - Transitioning or recently discharged from a psychiatric inpatient or crisis stabilization unit, **OR**
 - Frequent admissions are defined as three or more admission within the past 12 months **OR** extended stays are defined as 30 days within the past 12 months in a psychiatric inpatient facility or crisis stabilization unit **OR**
 - A recent release from the state hospital **OR**
 - A recent release from jail or prison where they had been receiving care or been identified as needing care for SMI or SUD conditions **OR**
 - Chronically homeless is defined as one (1) extended episode of homelessness for one
- or more years **OR** four (4) episodes of homelessness during a three (3) year period **OR**
 - Frequently seen in EDs for behavioral health needs defined as three (3) or more visits within the past year
- Individuals with the following conditions will be accepted into these programs if they are able to participate appropriately and can benefit from the program and its resources **AND** will not significantly disrupt the milieu for other individuals in the program. Any denial of service to this population will require documentation review and discussion with WDH.

- Traumatic Brain Injury or other Neurocognitive Disorders
- Autism
- I/DD
- The individual must be able to reside safely in an open, community-based placement
- The individual demonstrates a need for short-term crisis support which could delay or prevent admission to a higher level of care **OR** needs respite and support to address destabilizing circumstances impacting their current living situation.
- The individual is free of medical conditions that require daily nursing or physician care unless the individual is eligible for home healthcare that can be provided through their insurance without disruption to the milieu or the individual's engagement in programming.
- The individual is willing to abstain from all substance use while in residence.
- Individuals discharging from a state hospital shall receive priority admission status.

Exclusionary Criteria

- Actively using substances or be at risk for significant and serious withdrawal.
- Active intent for self-harm or harm to others
- Medical conditions requiring daily nursing or physician care except as outlined above
- WDH defined exclusionary conditions (See Appendix D).

Continued Stay Criteria

- The individual continues to meet medical necessity and admission criteria **AND**
- The individual is actively engaged in their treatment and discharge planning **AND**
- The maximum length of stay has not been met

Discharge Criteria

This service is short-term and transitional in nature, intended to support successful community transition and integration. As such, discharge planning begins upon admission.

- Individual requests discharge
- Creation of an appropriate follow up plan with successful linkage by care coordination and the individual to all appropriate services
- Maximum benefit has been reached as evidenced by:
 - No longer engaging in programming or self-directed efforts to implement a discharge plan
 - Medical necessity is no longer met as defined by the admission criteria
- The maximum length of stay has been met

Staffing Requirements

- Onsite MHT trained to perform medication observation activities, run manualized groups and leisure activities, obtain VS as requested, and identify changes in client behavior that would require additional intervention or transition to a different LOC. May qualify as a Peer Support specialist.
- Nursing staff a minimum of 20 hours per week including 24/7 on call availability with a response time of 30 minutes or less, provide nursing assessments within 24 hours of admission Monday through Friday and no later than the next business day for weekend admissions, oversee onsite medication management, perform medical monitoring and interventions as

ordered by providers and provide manualized nursing groups on topics related to healthcare based on the needs of residents present in the facility.

- Psychiatric oversight of 0.1 FTE including quality of care management and on call with a response time of 30 minutes or less
- Appropriately Credentialed therapists a minimum of 20 hours per week able to perform intake assessments and provide co-occurring competent therapeutic groups and individual therapy using short term models such as Interpersonal, Solution Focused, and Accept and Commitment Therapies, and skilled in the use of Motivational Engagement and CBT Principles. Saturday coverage is required.
- Peer Support staff a minimum of 20 hours per week including weekend coverage. Peers may function as MHT but must provide specific engagement and coaching to support individualized problem solving and recovery planning.

Response Time

- Referrals will be accepted 24/7
- Response to admissions requests will occur as quickly as possible but no later than 6 hours after referral. Final determination for admission may take up to 24 hours after all required information has been received.

Service Accessibility

- Admissions accepted 7 days per week between the hours of 8 AM and 3 PM
- Length of Stay – 7-14 days
- Referrals for Weekend Admissions may occur from referral sources, but the individual must arrive medically stable with an adequate supply of all medications needed through the next business day to allow time for a nursing assessment to be completed.
- Crisis Services will ensure those with Limited English Proficiency (LEP) or who are deaf or hard of hearing are able to receive services using telephonic or video interpreter tools.

CRISIS STABILIZATION UNIT (CSU)

Crisis Stabilization Units are medically driven, short term programs with 24/7 nursing coverage, daily rounding by a psychiatric provider, and comprehensive clinical and care coordination services designed to address the needs of individuals struggling with acute emotional, behavioral, mental health, and SUD conditions that severely impact their ability to care for themselves and/or put them at risk of harming themselves or others. Primary Care conditions including moderate to severe detoxification are routinely managed in this setting.

These facilities are locked, and in many jurisdictions, individuals may be admitted under voluntary or involuntary status. Individuals involved in the first two phases of a Title 25 hold should be considered for treatment at this level of care if allowed by statute and local ordinance. If an individual is placed on an involuntary hold at a 110 hearing, they could remain on the CSU while awaiting transfer to the state hospital for ongoing stabilization in a safe and familiar environment. This could result in sufficient stabilization for safe discharge to a lower LOC.

CSU Services start with a Comprehensive Biopsychosocial Assessment which includes the use of evidence-based functional and symptom-based measurement tools to establish current, baseline functioning and monitor treatment effectiveness. A Psychiatric Evaluation should be completed

within 24 hours of admission. Medical management of all behavioral health and primary care conditions is provided including management of acute psychosis with emergency medications and safe, but minimal use of seclusion and restraint to address safety concerns. Individual and Group Activities focus on the development of coping strategies and building resilience. This includes working to engage family and other natural supports in the recovery plan.

Discharge planning begins at the time of admission and addresses all behavioral health and primary care needs as well as relevant SDOH concerns. Active Care Coordination takes place throughout the admission to support access and engagement with step down services which may include:

- Psychiatric and Primary Care follow up
- Behavioral Health Treatment
 - Psychosocial Rehab, Clubhouse, and Drop in Center Services
 - Case Management
 - Individual, group, and family counseling
 - Therapeutic Residential Services for Mental Health and/or SUD
 - Ongoing Crisis assessment support, and intervention
 - Organizations that can assist with SDOH concerns

The following requirements must be established:

- All services provided within the CSU must be delivered under the direction of a psychiatrist. The psychiatrist or appropriate designee must conduct initial and ongoing assessments, address issues of care, and write orders as required.
- Medication must be administered by licensed or credentialed medical personnel under the supervision of a physician or registered nurse per state statute.
- A physician-to-physician consultation is required for all CSU denials that occur when the CSU has an open/available bed.
- CSU must have documented operating agreements and referral mechanisms for psychiatric disorders, substance use disorders, and physical healthcare needs that are beyond the scope of the CSU and that require inpatient treatment. Operating agreements must delineate the type and level of service to be provided by the private or public inpatient hospital or treatment facility. These agreements must specifically address the criteria and procedures for transferring an individual to a designated treatment facility when the CSU is unable to stabilize the individual and the process for having them returned to the CSU when the condition has stabilized if they continue to meet the criteria for admission.
- All CSU Staff must be trained and maintain certification in de-escalation and crisis prevention/intervention techniques, and proper use of restraints. Organizations must provide training by certified trainers using nationally recognized models such as MANDT[®], Crisis Prevention Intervention[®] (CPI), Pro-Act[®] or Therapeutic Options[™].
- CSU policies and procedures will comply with state statute and WDH standards which will include the use of:
 - Emergency medications that are the standard treatment for an individual's psychiatric or medical condition in compliance with state statute and WDH policy

- **Seclusion and restraint utilization will exclude the following:**
 - The use of aversive techniques for the purpose of modifying or reducing behavior
 - Standing or PRN orders for seclusion or any form of restraint.
 - Prone manual or mechanical restraints
 - The use of handcuffs for an individual not under the jurisdiction of the criminal justice system.
- Debriefing will occur after all uses of seclusion and restraint for CQI purposes to evaluate the de-escalation actions taken, seclusion and restraint techniques utilized and determine the need for adjustments in the individual's current treatment plan

Clinical Operations

CSUs should comply with the following standards:

- The program has the capability to admit persons 24 hours per day, 7 days per week.
- The program conducts a written, crisis focused assessment of each person served upon admission to the program which includes:
 - Presenting concerns
 - SDOH that contribute to the current crisis
 - Current medication and adherence
 - Use of alcohol and other substances
 - Risk factors for:
 - Suicide
 - Self-harm and risk-taking behavior
 - Violence towards others
 - History of Trauma
 - Current medical conditions
 - Current treatment providers
 - History of crises and outcomes
 - Personal strengths, needs, abilities/interests, and preferences.
 - Cultural and spiritual background
 - Advanced directives
 - Legal status
- The assessment includes a written interpretive summary that identifies all disabilities, comorbidities, and disorders and is used to develop an initial crisis stabilization plan.
- A psychiatrist must evaluate the individual within 24 hours of arrival at the CSU.
- A physical examination must be completed within 24 hours of arrival at the CSU.
- Staffing includes 24/7 on-site awake personnel, availability of supervisory personnel, and access to appropriate medical personnel 24/7 with a response time of less than 15 minutes.
- Provision of nutritious meals that meet the dietary needs of the persons served.

- The program provides or arranges for the following services:
 - Medication Management of all Psychiatric, SUD, and Primary Care conditions under appropriate supervision and appropriate level of medical monitoring based on individual needs. Medical input into the treatment plan must be part of the care delivery system.
 - Individual, group, and family/support system counseling
 - Skills building and Self-care Planning
 - Peer support
 - Care coordination
 - Interpretation services
- The program has a written daily schedule of wellness-based activities as well as opportunities to engage in unstructured activities.
- The program reduces barriers between persons served and personnel and actively promotes engagement and interaction.
- Physical Plant provides a calming environment that affords personal privacy, security of personal items, and adequate space for:
 - Group interactions
 - Quiet activities
 - Self-de-escalation
 - Visitation with family/support system
 - Therapeutic activities
 - Cultural and spiritual activities
 - Meals, recreation, sleep, and hygiene activities
 - Access to outdoor settings if possible
- The program demonstrates continuous vigilance in monitoring the environment to safeguard against access to items that could be used to harm self or others and has a response plan to address identified risks.
- The program has written procedures for searches of persons, belongings, and the facility as part of their safety plan. Procedures will protect privacy, preserve dignity and be consistent with Trauma Informed Care best practices.
- The program utilizes indicators to measure the successful transition to community-based services at the time of discharge with established targets that are monitored and used to develop and implement action plans as part of continuous quality improvement.
- The program arranges for Care Coordination contact to occur within 48 hours of discharge.
- Written procedures are in place to address:
 - Bed assignment and capacity management
 - Involvement of first responders
 - Management of personal belongings
 - Levels of observation
 - Management of legal status
 - Persons served that are leaving the premises
 - Mail, telephone, and electronic communication

- Use of personal electronics
 - Visitation with family/support system
 - Involvement of family/support system/ legal representatives and others that have the legal right to consent on behalf of the person served
- All direct service personnel receives documented competency-based training at orientation and at regular intervals in First Aid, CPR, and the use of emergency equipment.
- Based on personnel’s roles and responsibilities, they will receive documented competency-based training that reflects the input of persons with lived experience at orientation and at regular intervals in:
 - De-escalation techniques
 - Engagement of persons in acute crisis
 - Legal status
 - Risk assessment
 - Trauma-informed approaches
- In partnership with first responders, the program demonstrates efforts to educate them on its procedures for their involvement in the program and how to safely manage persons experiencing acute emotional, mental health, and/or substance use crises.

The average length of stay on a CSU is 5 to 7 days. Individuals under involuntary status or needing an alternative decision maker may have extended LOS.

Care coordination activities must include setting appointments for services within 7 days including next day care when indicated or arranging for transport to a higher level of care based on client need. They will be provided with a minimum 72-hour and 7-day follow-up contact post discharge for all individuals served. At least three attempts will be made at these specific check-ins with appropriate documentation regarding engagement and client progress.

Admission Criteria

- Individuals with an SMI, SUD or behavioral health symptoms that interfere significantly with their ability to reside safely in the community **OR** experiencing a severe situational crisis **AND**
- Demonstrating evidence of dangerousness which includes:
 - Risk or harm toward self
 - Risk of harm toward others
 - Evidence of self-neglect and inability to care for self even with the support of willing and able family members or other natural supports
 - Risk of damaging property
- Risk of harm may range from mild to imminent **AND** the following may be contributing factors:
 - The individual has insufficient or severely limited resources or skills necessary to cope with the immediate crisis **OR**
 - The individual demonstrates lack of judgment **OR**

- Exhibits impaired impulse control **OR**
- Impaired cognitive/perceptual abilities needed to cope with an immediate crisis
- Can be safely managed within the scope of services and staff available on the unit.
- Medical clearance is only required when there is clear evidence of an active medical condition that needs to be stabilized prior to admission.

Continued Stay Criteria

- Continues to meet Medical Necessity as defined under admission criteria.

Discharge Criteria

- They are no longer demonstrating the risk of dangerousness towards themselves or others and have demonstrated the ability to safely and adequately care for themselves in the community.
- The individual can be managed in a less restrictive, community-based treatment setting.
- A Discharge Plan is established with follow up scheduled and Care Coordination prepared to provide check-in services and assist with linkage.

Exclusionary Criteria

- Active medical conditions that cannot be safely managed with the resources available at the crisis unit as defined by WDH (See Appendix D)
- Dangerousness that cannot be managed with emergency medical management and limited use of 1:1 staffing.

Staff Requirements

- Charge nurse 24/7 who must be an RN. An LPN may aid and support the charge nurse within the scope of practice allowed under state law. If an APRN is functioning as the charge nurse, he/she may not simultaneously serve as the accessible medical provider during the same shift.
- Psychiatrist who will round daily and be available on call 24/7 with a response time of less than 30 minutes. A psychiatrist may be assisted by a PMHP or PA with Psychiatric experience who is practicing within the scope of practice allowed under State Law.
- Full time Nursing Administrator who is an RN and available on call 24/7 with a response time of less than 30 minutes.
- Sufficient MHTs onsite to maintain state required staff to patient ratios and safety in the milieu. MHTs will be trained to perform client checks every fifteen minutes, run manualized groups and leisure activities, obtain VS as requested, and identify changes in client behavior that would require additional intervention or transition to a higher level of care.
- A licensed or licensed prepared individual available 7 days per week to provide clinical services and discharge planning.
- A licensed clinical supervisor available for consultation and signature when needed on documents.
- A Care Coordinator available 7 days per week to assist with discharge planning and provide follow up monitoring during the initial 7 days post-discharge or until the

- individual has successfully transferred care to community-based services.
- Peer Support staff a minimum of 20 hours per week including weekend coverage. Peers may function as MHTs but must provide specific engagement and coaching to support individualized problem-solving and recovery planning.

Response Time

Individuals meeting the criteria for CSU Services have immediate access to a CSU. First responders must be able to drop off individuals who meet admission criteria. Individuals may present independently for evaluation and be admitted if they meet medical necessity requirements. Referrals and documentation from other facilities must be evaluated within two hours and decisions regarding admission will occur within 60 minutes after all necessary information is provided.

Service Accessibility

- CSUs admit individuals 24 hours per day, 7 days per week, 365 days per year.
- Crisis Services will ensure those with Limited English Proficiency (LEP) or who are deaf or hard of hearing can receive services using telephonic or video interpreter tools.



Southwest Counseling Service

2300 FOOTHILL BLVD.
ROCK SPRINGS, WY 82901

RFP for Crisis Intervention Services

Authorized Contract Negotiator:

Linda Acker, CEO

Authorized Signers:

Sweetwater County Board of County Commissioners

Keaton West, Chairman

80 W. Flaming Gorge Way

Green River, WY 82901

307-872-3895 (o)

307-389-1888 (c)

Southwest Counseling Service

Raven Beattie, Board Chair

2490 Foxtail Lane

Rock Springs, WY 82901

307-389-7658 (c)

Table of Contents

Locations	2
Staffing and Credentials.....	2
Service Description	2-3
Partnerships and Collaborations	4
Formal Agreements.....	4
Method of Service Delivery	5
988 Referrals	5
Cost Proposal	5
Summary	5

Locations

SCS has three outpatient offices located in Rock Springs, Wyoming and serves Sweetwater County. The three facilities are:

- Mental Health Outpatient/Open Access – 1124 College Dr., Rock Springs, WY
- Substance Use Disorder – 2300 Foothill Blvd., Rock Springs, WY
- Mental Health Outpatient for SMI– 2706 Ankeny Way, Rock Springs, WY

SCS has a robust continuum of care in Sweetwater County and provides 24/7 emergency services 365 days a year. SCS first contact with individuals can be through walk-ins at SCS offices identifying a crisis/emergency situation and seen immediately. SCS receives calls from Memorial Hospital of Sweetwater County for consultations for behavioral health individuals and Sweetwater Detention Center. To qualify for on-call service, clinicians must be Allied Health Privileged Clinicians being fully licensed and receiving privileges from Sweetwater Memorial Hospital. Clinicians receive training in the Title 25 process and assessment of suicide prior to going on call for the agency. On-call clinicians are also backed up with additional resources of SCS clinicians and SCS Outpatient/Emergency Service Manager. Any individual in crisis, and/or reporting suicidal/homicidal thinking, is immediately seen by a clinician. There are no barriers to enter into SCS behavioral health system for crisis/emergent care.

Staffing and Credentials

SCS Mental Health Outpatient/Emergency Manager is responsible for scheduling of clinicians and ensuring this service is covered for the agency. The Outpatient/Emergency Services Manager provides supervision and guidance throughout the emergency process as well as for Title 25 for on-call clinicians. SCS' goal is for individuals to remain in the community, access treatment and services, and provide wrap-around case management.

Service Description

SCS clinicians will meet with the individual as well as family members if present or will call family with approval from the individuals. Often times, there is no one to contact. If an individual is seen at the offices and can be maintained in the community, safe to self and others, a plan will be formulated for the individual with the clinician and follow up by a case manager/peer specialist. The immediate situation/crisis needs to de-escalate and then the individual will receive a full continuum of services:

Stabilization of the Acute Crisis/Emergency

Clinical Assessment- Client Information, Client Health Form, Basis-32, Columbia-Suicide Severity Rating Scale, and determination of living challenges, i.e. living situation, food scarcity, support system and coping skills.

Development of Treatment Plan, Safety Plan and determination of Advance Directives

Placement of Care for the individual from Individual, case management, medication assessment and follow up to residential services if appropriate. Residential services such as Sub-Acute are utilized prior to an individual going to the hospital if possible and as a step-down from hospitalization.

SCS utilizes Peer Specialist and Case Managers to assist in stabilization of the individual in the community.

SCS On-Call Clinicians initiate the individual Treatment Plan with a Safety Plan developed with the individual and family if possible.

SCS On-Call Clinicians utilize evidenced-based treatment: Motivational Interviewing, Brief Therapy, and Active Listening to ensure the individual knows they are being heard. Individuals assessed at Sweetwater Memorial Hospital are seen on a daily basis until released and referred. In addition, SCS On-Call Clinician and Case Manager meet Monday-Friday for a meeting with hospital staff in regards to behavioral health clients. SCS On-Call Clinicians continue throughout the weekends to see individuals in crisis.

SCS utilizes an Answering Service for after-hour contact to the On-Call Clinician and the Answering Service will contact the On-Call Clinician. The On-Call Clinician will call the referring agency and determine a course of action. Primarily, the On-Call Clinician will be asked for a consult at Memorial Hospital of Sweetwater County.

Admission Criteria:

SCS Clinicians determine if an individual requires hospitalization and if a lower level of care will be appropriate.

Demonstrated by behavior/verbal a need for emergent behavioral health care.

Risk of Harm to self or others or lacks the basic skills/resources to meet basic needs.

Exclusionary Criteria for Residential Level of Care:

Convicted Sex Offender

Consistent Violence Offender

Multiple Violence without being under the Influence

Severe Medical Issues such as cancer treatment or complicated medical issues

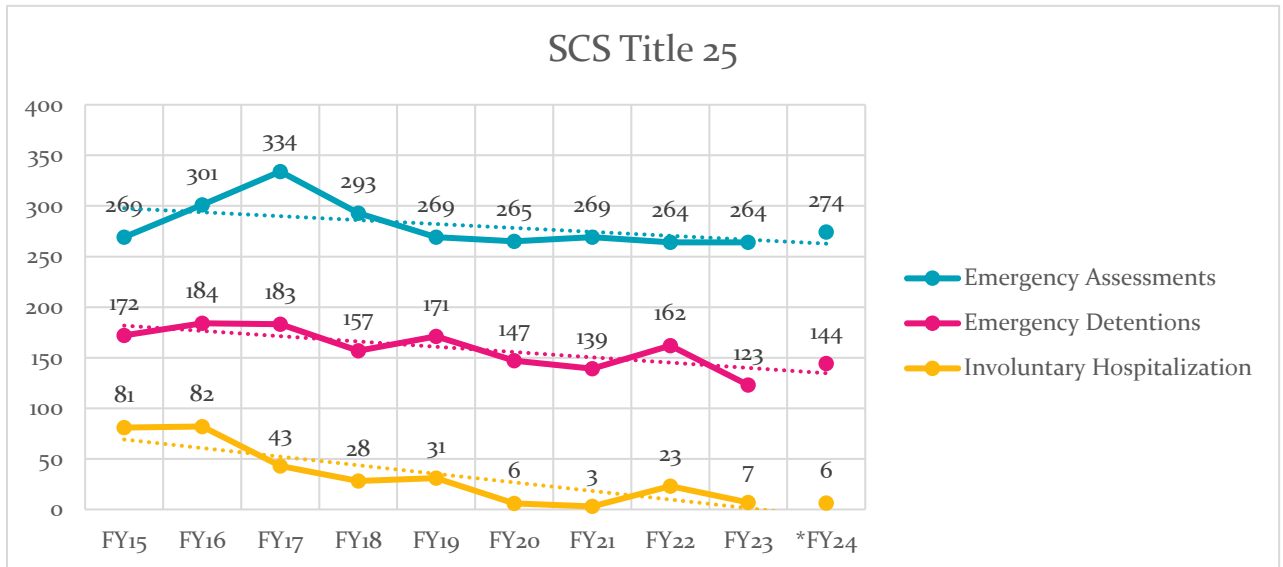
No Exclusionary Criteria for Outpatient Crisis Services unless client is violent.

Staff Requirements:

SCS On-Call Clinicians are fully licensed master level with Allied Health Privileges from Memorial Hospital of Sweetwater County.

Data Supporting Crisis Intervention Services:

For FY22, SCS provided 264 Emergency Assessments resulting in 162 Emergency Detentions, and 23 Involuntary Hospitalizations. For FY23, SCS provided 264 Emergency Assessments resulting in 123 Emergency Detentions and seven (7) Involuntary Hospitalizations. This data reflects the work that SCS is accomplishing in the community and with the people we serve to remain in the community if possible.



*indicates YTD data

Partnerships and Collaborations

Southwest Counseling Service is in the process of securing collaborative agreements with Central Wyoming Counseling Center, 988 Lifeline, Wyoming State Hospital, Wyoming Behavioral Health Institute as well as others whom SCS collaborates with for client care. SCS works in alliance with Memorial Hospital of Sweetwater County, Sweetwater Detention Center, and local law enforcement.

Formal Agreements

Attached to this RFP is the signed formal agreements of partnership pertaining to this RFP. This includes the agreement between Sweetwater County and SCS to provide emergency and Title 25 services.

Method of Service Delivery

SCS Emergency/On-call is available 24 hours a day, 7 days a week. SCS has an answering service for after hour calls that will direct calls to the On-Call Clinicians. Clinicians respond promptly to the answering service. Clinician will respond in person within two hours of contact. Unless otherwise specified.

988 Referrals

At admission, SCS clients are informed of 988 Lifeline and receive a card outlining 988. SCS is working with CCWC Lifeline for a collaborative warm hand-off. SCS is looking forward to develop a coordinated system of care.

Cost Proposal

SCS proposes total funding in the amount of \$133,500 paid on a per-member per-instance of \$500 only for the emergency assessment as the triggering event. This is based upon the previous three year average of 267 emergency assessments per year. The request is for the one code of the emergency care coordination with the location of hospital as it is currently uploaded into BHMS, as the single prompting code that initiates the client enrollment for payment. The one payment will function as a bundled rate. In some instances, a person assessed for crisis may resolve after the first visit. Data shows there are many follow-up appointments, coordination of care, Safety Plans and other collateral contacts made to assist in further treatment and resolution of the crisis. The course of service will include the required care coordination activities of setting within seven (7) days, and next day when needed, appointments, transport (if applicable), and follow up services. The methodology of the requested funds is to prevent any supplanting. SCS currently receives a small portion of State funds to provide crisis intervention services and a percentage of funding from Sweetwater County. By segregating the per-member per-instance to the triggering event of the evaluation, all additional services will be allocated to other funding sources.

Summary

SCS has provided Crisis Intervention services for many years in the Community with prompt response time by providers 24 hours per day, seven days per week. The cost to provide this services has far outweighed the revenue generation, most of which is from self-pay and is often not collected.



Southwest Counseling Service

2300 FOOTHILL BLVD.
ROCK SPRINGS, WY 82901

RFP for Sub-Acute Crisis Residential

Authorized Contract Negotiator:

Linda Acker, CEO

Authorized Signers:

Sweetwater County Board of County Commissioners

Keaton West, Chairman

80 W. Flaming Gorge Way

Green River, WY 82901

307-872-3895 (o)

307-389-1888 (c)

Southwest Counseling Service

Raven Beattie, Board Chair

2490 Foxtail Lane

Rock Springs, WY 82901

307-389-7658 (c)

Table of Contents

Locations	2
Staffing and Credentials.....	2
Service Description	2-4
Partnerships and Collaborations	5
Formal Agreements.....	5
Method of Service Delivery	5
988 Referrals	5
Cost Proposal	6
Summary	6

Locations

SCS has three outpatient offices located in Rock Springs, Wyoming and serves Sweetwater County and the West Region. The three outpatient facilities are:

- Mental Health Outpatient/Open Access – 1124 College Dr., Rock Springs, WY
- Substance Use Disorder – 2300 Foothill Blvd., Rock Springs, WY
- Mental Health Outpatient for SMI– 2706 Ankeny Way, Rock Springs, WY

SCS has seven (7) residential locations, providing both Mental Health and SUD residential services. For the requested four (4) beds, the location the individual will be housed in is dependent upon the current status of the client and the mix of the populations being served within the facility. The placement will meet the minimum criteria of a 10 x 10 (100 sq. ft.) of living space.

SCS has a robust continuum of care in Sweetwater County and provides 24/7 emergency services 365 days a year. SCS first contact with individuals can be through walk-ins at SCS offices identifying a crisis/emergency situation and seen immediately. SCS receives calls from Memorial Hospital of Sweetwater County for consultations for behavioral health individuals and Sweetwater Detention Center. To qualify for on-call service, clinicians must be Allied Health Privileged Clinicians being fully licensed and receiving privileges from Sweetwater Memorial Hospital. Clinicians receive training in the Title 25 process and assessment of suicide prior to going on call for the agency. On-call clinicians are also backed up with additional resources of SCS clinicians and SCS Outpatient/Emergency Service Manager. Any individual in crisis, reporting suicidal/homicidal thinking is immediately seen by a clinician.

Staffing and Credentials

SCS Clinical staff includes a master level clinician, case manager, peer specialist and treatment support. Treatment Support provide for 24 hours a day, 7 days a week in working with individuals and assisting in day to day tasks, meals, personal hygiene, adherence to the rules and active listening to concerns/needs. This team supervised by a Clinical Program Manager to ensure operations meet the State standard, utilization of evidenced-based practices and the appropriate care for the individual.

Service Description

SCS is applying for Sub-Acute Crisis Residential as a short-term service to individuals who are experiencing an emergent/crisis situation and Sub-Acute Residential is an appropriate placement for stabilization of the individual. Individuals being admitted to Sub-Acute

Care will complete a Clinical Assessment including a drug/alcohol evaluation if appropriate. Individuals entering into Sub-acute will have access to the full continuum of SCS services including but not limited to psychiatric care and coordination with the primary therapist, case manager, and peer specialist.

Individuals agreeing to go into Sub-Acute Residential will be voluntary and may leave at any time if they choose. Individuals will be expected to be able to function independently and to engage in treatment services. Clinicians will complete the clinical assessment including drug/alcohol assessment if appropriate and begin to develop a plan of stabilization and resolution of the crisis situation resulting in being placed in Sub-Acute residential. Wrap-around services provided by a degreed Case Manager and Certified Peer Specialists will provide stabilization, hope and resiliency for problem solving and coping strategies. SCS will also link the individuals with primary care services if appropriate and address non-medical factors that influence health outcomes, i.e. employment, age, living situation, food scarcity, etc., and other forces that contribute to an individual's daily life. SCS wrap around services are effective in assisting individuals regain stability and focus on the future.

SCS provides a robust continuum of care in Sweetwater County. Services provided:

- SCS Clinical Assessment/Drug/Alcohol Assessment includes Client Information, Client Health Form, Basis-32, Columbia-Suicide Severity Rating Scale, Patient Health Questionnaire (PHQ-9), and social determinants of health. Clinical Teams work to address social determinants of health such as age, work, housing, economic status and to assist in addressing their needs.
- Individuals will be able to engage in Individual and Group Treatment depending on their individualized Treatment Plan and willingness to participate. IOP Groups meet nine (9) hours per week and Psychosocial Groups eight (8) hours per week. Case Management and Peer Specialist services are also utilized.
- SCS has a full time family practice nurse as well as access to other medical providers to provide routine health care.
- SCS has two telehealth psychiatric providers. SCS plans to hire a full time, on site Psychiatric Nurse Practitioner by May 1, 2024. SCS will be making an offer to this individual within the next several weeks contingent on the individual becoming licensed. This individual will provide the necessary psychiatric oversight for sub-acute.
- SCS is in the process of advertising for a nurse for the program and will not proceed with this without a nurse at 20 hours per week and providing on call availability for nurse assessment with appropriate time lines.
- Medication Management: SCS has a contract with two locum telehealth psychiatric nurse practitioners in addition to a telehealth psychiatrist. These

individuals provide psychiatric assessment, medication management and work with the Psychiatric Case Manager to coordinate with the treatment team.

- SCS has Medically Assisted Treatment (MAT) to assist with Opioid Antagonist Therapy. SCS has an agreement with a local physician as well as providers that prescribe Naltrexone.
- Social Detoxification Protocol completed prior to an individual entering Sub-Acute to ensure appropriate care. Individuals entering Social Detoxification must be medically cleared prior to coming into Social Detoxification. At Social Detoxification, individuals are monitored 24 hours a day, 7 days a week and utilize the CIWA/COW scores including Post-acute withdrawal symptoms (PAWS) Protocols. Individuals are checked every 15 minutes.
- Routine face to face contact daily. Contacts are on a regular basis and throughout the day to ensure the individual's needs are being met. Communications between the individual and treatment team members occur on a daily basis and informing providers of any concern with medication management.
- Discharge from Sub-Acute is scheduled 7 to 14 days of admission with a post discharge contact of 72 hours and 7 day follow up contact of post discharge to ensure crisis plan/treatment plan is being followed and to address any concerns.

Admission Criteria:

- Priority Population with SMI/SUD that interfere with community living
- Discharge from local hospitalization
- Individuals must be able to participate appropriately, be of no risk to staff or others and not significantly disrupt services for the other individuals in the program.
- Release from Wyoming State Hospital
- Release from jail or prison and identified as needing Sub-Acute Care and appropriate for this level of care and non-violent.
- Individual is free of severe medical requirements

Discharge Criteria:

- Individual has decided to leave
- Individual has been transitioned to another level of care with appropriate linkage to services
- Individual has achieved maximum benefit

Program Assurance:

- Provide three meals a day with nutritional snacks
- Provide a clean and safe environment with clean linen/towels

- Provide personal hygiene products
- Adequate bathroom and bathing facilities
- Access to laundry facilities
- A minimum of 100 square feet per individual with bed
- Psychiatric oversight
- Nursing Staff

Partnerships and Collaborations

Southwest Counseling Service is in the process of securing collaborative agreements with Central Wyoming Counseling Center, 988 Lifeline and other entities, Wyoming State Hospital, Wyoming Behavioral Health Institute, as well as others whom SCS collaborates with for client care. SCS works with in collaboration with Memorial Hospital of Sweetwater County, Sweetwater Detention Center, and local law enforcement.

Formal Agreements

Attached to this RFP is the signed formal agreements of partnership pertaining to this RFP. This includes the agreement between Sweetwater County and SCS to provide adult sub-acute crisis residential services (previously referred to as adult crisis stabilization).

Method of Service Delivery

SCS Emergency/On-call is available 24 hours a day, 7 days a week. SCS has an answering service for after hour calls that will direct calls to the On-Call Clinicians. Clinicians respond promptly to the answering service. Clinician will respond in person within two hours of contact. For admissions into sub-acute residential services, admissions are available seven (7) days per week between the hours of 8am and 3pm.

988 Referrals

At admission, SCS clients are informed of 988 Lifeline and receive a card outlining 988. SCS is working with CCWC Lifeline for a collaborative warm hand-off. SCS is looking forward to develop a coordinated system of care.

Cost Proposal

SCS proposes total funding in the amount of \$474,500 to fund four (4) Sub-Acute Crisis residential beds at the per diem rate of \$325. The per diem rate is based upon a filled bed rather than a capacity target. Per the most recent RaHS Capacity Admin report dated 2/12/2024 provided by the BHD, SCS is above target for every level of residential treatment provided. To expand additional beds with preserving and meeting the current occupancy needs, SCS will request a reimbursement only for the filled bed.

Summary

SCS has provided Sub-Acute Crisis Residential services for many years in Sweetwater County. Prior to admission to Sub-Acute or any residential service, individuals must have completed a clinical assessment the necessary paperwork including a consent to treat, and determination of bed availability. Individual must be safe to themselves and others. This service is critical and integrated in the continuum of care to ensure the highest, successful outcomes for individuals. SCS residential mental health and substance disorder beds have provided a mechanism to address the needs of individuals suffering from behavioral health issues and Sub-Acute Crisis provides another avenue for success. Sub-acute Care is prior to an individual having acute care needs requiring a higher level of care such as hospitalization. Since Sub-Acute is voluntary, clinicians must determine in the clinical assessment and collateral documentation if this type of care is the appropriate level of care and the individual understands the expectation of working with SCS team to address their behavioral health as well as their social determinants of health. Individuals must agree to treatment, sign all the necessary paperwork with consent, engage in treatment and work with SCS treatment team. SCS utilizes Sub-Acute to prevent a hospitalization and to provide an avenue for post-acute discharge from a hospital. SCS Peer Specialists and Case Managers work to implement skill development, connection with resources and if possible family support system. SCS goal is to maintain individuals in their community at the highest level of functioning. SCS comprehensive continuum of care assists all SCS clinical teams in developing and providing appropriate levels of care.

Although SCS has two telehealth, psychiatric providers, SCS is advertising and hopeful to have a APRN psychiatric nurse hired by May 1st in conjunction of hiring a nurse to provide the necessary oversight of medication management, medical monitoring and work in collaboration with SCS Family Practice ARRNs, and the psychiatric provider.

SCS historical performance with providing these services have exceeded the Behavioral Health Division performance standards for years. SCS is a top performer in the delivery of all services in the State of Wyoming.

REQUEST FOR APPLICATION

1. BACKGROUND:

Mental health has increasingly become a significant part of the national conversation. More people are opening up about their struggles with mental illness and talking about the importance of looking out for themselves. The Wyoming Department of Health, Behavioral Health Division (Agency) recognizes the importance in ensuring that individuals are aware of the help available. This includes resources from their local Behavioral Health Center. Mental health and substance use treatment services marketing connects people with resources while helping reduce the stigma surrounding their needs. Therefore, the Agency has carved out limited funding to assist BHCs in marketing locally to reach people who need services.

2. PURPOSE:

This Request for Application (RFA) serves as an invitation for BHCs to submit competitive proposals for the implementation of local advertising campaigns. The scope of these campaigns may be diverse. Potential objectives include a) raising awareness of the wide array of services offered by BHCs, b) conveying the message that treatment is effective, c) promoting recovery, d) focusing on stigma reduction messaging, and e) fostering a more understanding community regarding mental health and substance use.

3. GENERAL INFORMATION

- A. The timeline allowable for a campaign is dictated by the funding timeline. Applications are due through submission via email to Erica Mathews at erica.mathews1@wyo.gov no later than the close of business (COB) on February 29, 2024. Below is the timeline for the entire process.

RFA Released	February 1, 2024
Questions Due via email to erica.mathews1@wyo.gov or during the provider call on the 15th.	February 15, 2024
Application Due	February 29, 2024
Anticipated Reviews Completed	March, 2024
Anticipated Contracts Completed and Earliest Project Start	May, 2024
Required Completion of Projects and Contracts	December 31, 2024

- B. The estimated total funding available for all awarded applications is limited to two hundred thousand dollars (\$200,000.00).

- C. Applications must be submitted in either Microsoft Word (.doc) or Adobe Acrobat (.pdf). Budgets may be submitted with the application or separately as an attachment in Microsoft Excel (.xlxs).
- D. The Agency reserves the right to allocate funds to applications in whole or in part and may engage in negotiations with applicants as deemed necessary.
- E. To ensure a comprehensive and transparent application process, all proposals must adhere to the following guidelines:
 - 1. Clearly describe the scope of the proposed campaign.
 - 2. Outline the specific activities that will be conducted as part of the proposed campaign.
 - 3. Detail the goals and outcomes that are projected to be achieved through the implementation of the project.
 - 4. Specify the duration of the project, including key milestones and timelines.
 - 5. Include a budget that is directly linked to the proposed activities, providing a clear breakdown of how the funds will be allocated.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

PROPOSAL SUBMISSION REQUIREMENTS

1. APPLICATION, FORMAT AND CONTENTS: The proposer should, at a minimum, address the following points:

a. Cover Sheet. 10 Points:

- i. Applicant's legal name, address, and contact information;
- ii. Name, title, and contact information of the individual authorized to negotiate contract terms;
- iii. Name, title, and contact information of the individual authorized to sign a contract;

b. Project Work Plan. 350 Points.

- i. Clearly describe the scope of the proposed campaign.
- ii. Outline the proposed implementation of the major activities. Include external resources (i.e. marketing firm) and other collaborations. Identify whether the proposed campaign shall be new to the BHC or fortify an existing initiative.
- iii. Illustrate the goals and outcomes envisioned for the proposed marketing campaign, incorporating specifics about the target populations and the rationale behind their selection. If applicable, provide relevant data to support the choices made in targeting these specific populations.
- iv. Describe a realistic timeline for major activities in the project plan.
- v. Describe the anticipated methods to be used. Examples include traditional approaches like newspapers and other print ads, billboards, postal mail, radio, and television or digital strategies such as email, social media, and web-based advertising, or a blend of multiple approaches.
- vi. Describe how the BHC proposes to address the potential increase in need within the community if the goals and objectives are met. For example, if the goal was to increase knowledge among families of adolescent services, how will the BHC meet the potential increase in adolescents and families seeking help?
- vii. Identify and describe all Agency supports or activities that will be required to assist the proposer in completing the project.
- viii. Identify and describe the proposer's understanding of the pertinent cultural and linguistic considerations for the project. Identify how material and media buys will be tailored to be culturally responsive and relevant to different populations.

c. Budget. 140 Points.

- i. Provide costs and justification under each portion of the budget such as hourly rates, commission, account management, creative production, and media buying and placement.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

EVALUATION METHODOLOGY

1. OVERVIEW:

- a. The Agency will conduct a comprehensive, fair, objective and impartial evaluation of applications received in response to this Request for Application (RFA). Applications will be evaluated independently by the evaluation committee members. The evaluation committee shall be made up of members representing the project subject expertise. The evaluation committee will review and score all proposals independently and consolidate the scores to determine the award. The final recommendation for selection will be made by the Senior Administrator of the Wyoming Department of Health, Behavioral Health Division, Mental Health and Substance Abuse section.
- b. If only one (1) application is received, the Agency may negotiate a contract with that bidder without reviewing the proposal through a committee. The Agency reserves the right to reject any or all proposals. The Agency also reserves the right to waive any errors or inconsistencies.
- c. The Agency reserves the right to ask any proposer clarifying questions or seek additional information as necessary, including interviews or presentations.

1. COMPLIANCE WITH MANDATORY REQUIREMENTS:

- a. To be considered responsive, a submitted proposal should meet the minimum requirements defined in this RFA. The minimum requirements are intended to ensure that evaluation of the application can proceed and that the Applicant agrees to perform all responsibilities within the RFA.

2. SCORING AND RANKING:

- a. A maximum of five hundred (500) points will be available for each written project application. The elements and maximum total points available are as follows:

Criteria	Total Points Possible
Cover Sheet	10
Project Work Plan	350
Budget	140
Total	500

MOU and BAA for Enroll Wyoming

**MEMORANDUM OF UNDERSTANDING
BETWEEN MEMORIAL HOSPITAL OF LARAMIE COUNTY DBA
CHEYENNE REGIONAL MEDICAL CENTER
AND SOUTHWEST COUNSELING SERVICES**

1. Parties. This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between Memorial Hospital of Laramie County dba Cheyenne Regional Medical Center (CRMC), whose address is 214 E. 23rd St, Cheyenne, WY 82001, and Southwest Counseling Services (SCS), whose address is 1124 College Road. Rock Springs, WY 82901.

2. Purpose. The purpose of this MOU is to establish the terms and conditions under which the parties will manage the Behavioral Health Redesign backlog of patients to be screened and enrolled and staff training.

3. Term of MOU. This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties’ and shall remain in full force and effect until September 30, 2024.

4. Responsibilities of Cheyenne Regional Medical Center. CRMC will provide the following services:

- A. Hire and train Behavioral Health Benefits Specialists in each region of the state to screen SCS patients for Medicaid and other health insurance options.
- B. Assist patients in the SCS or virtually with necessary applications.
- C. Provide training for SCS staff on completing screening and enrollment for Medicaid and other health insurance options.
- D. Provide technical assistance to SCS staff in screening and enrolling patients in Medicaid and other health insurance options.
- E. Collaborate with SCS to address challenges as they arise with the implementation of this new program.

5. Responsibilities of SCS.

- A. Provide list of patients at beginning of enrollment process and as needed throughout to CRMC who need to be screened and enrolled in Medicaid or other health insurance.

- B. Provide private space^[RP1]^[SG2]^[AS3], conference room or single office with internet access, for CRMC Benefit Specialist to provide services to clients within the SCS.
- C. Identify and require appropriate staff to attend training provided by CRMC staff on screening and enrollment practices.
- D. Collaborate with CRMC to address challenges as they arise with the implementation of this new program^[RP4]. CRMC's Community Health Program Director and Lead Benefits Specialist will communicate with designated SCS staff weekly regarding the status of patients contracted and applications completed. Monthly virtual meetings with SCS staff will be used to coordinate training needs (including onsite training if needed), reaching SCS patients, and other issues identified by CRMC or SCS staff.

6. **General Provisions**

A. Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the 1st Judicial District, Laramie County, Wyoming^[RP5].

D. Entirety of Agreement. This MOU, consisting of 4, pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

E. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

F. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties

signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

INTENTIONALLY LEFT BLANK

TO BOTTOM OF PAGE

8. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

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

CHEYENNE REGIONAL MEDICAL CENTER

Tim Thornell, CEO Date

BEHAVIORAL HEALTH CENTER

, CEO_[RP6] Date

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this “Agreement”) is entered into as of the date last signed below (the “Effective Date”) between Memorial Hospital of Laramie County d/b/a Cheyenne Regional Medical Center (and its governing board, officers, employees, representatives, and any subsidiaries, to include Cheyenne Regional Physicians Group, LLC d/b/a Cheyenne Regional Medical Group), 214 East 23rd Street, Cheyenne, Wyoming 82001 (“Covered Entity”) and Southwest Counseling Services (“Business Associate”).

WITNESSETH:

WHEREAS, Covered Entity will make available and/or transfer to Business Associate certain Protected Health Information, in conjunction with Services that are being provided by Business Associate to Covered Entity, that is confidential and must be afforded special treatment and protection; and

WHEREAS, Business Associate will have access to and/or receive from Covered Entity certain Protected Health Information that can be used or disclosed only in accordance with this Agreement, the Health Insurance Portability and Accountability Act of 1996, Title XIII of Public Law 111-5 (“HITECH Act”), and implementing regulations codified at 45 CFR Parts 160 and 164, (collectively, “HIPAA”).

NOW, THEREFORE, Covered Entity and Business Associate, in consideration of the mutual promises contained herein, intending to be legally bound, agree as follows:

1. **Definitions.** Terms used but not otherwise defined shall have the same meaning as those terms in 45 CFR §§ 160.103, 164.304, and 164.501. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section in effect, or as amended.
 - 1.1. **Breach Notification Rule** means the *Notification in the Case of Breach of Unsecured Protected Health Information* at 45 CFR Part 164, Subpart D.
 - 1.2. **Protected Health Information or PHI** shall have the same meaning as the term “protected health information” in 45 CFR § 160.103, limited to the information created, received, transmitted, or maintained in any form or medium by Business Associate from or on behalf of Covered Entity. The definition of “Protected Health Information” includes “Electronic Protected Health Information” (45 CFR § 160.103). All references to “Protected Health Information” include “Electronic Protected Health Information.”
 - 1.3. **Individual** shall have the same meaning as the term “individual” in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative, in accordance with 45 CFR § 164.502(g).
 - 1.4. **Privacy Rule** shall mean the *Standards for Privacy of Individually Identifiable Health Information* at 45 CFR Part 164, Subpart E.
 - 1.5. **Security Rule** shall mean the Security Standards at 45 CFR Part 164, Subpart C.
 - 1.6. **Secretary** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
 - 1.7. **Services** means the activities provided by Business Associate to Covered Entity under the Underlying Contract, the performance of which causes Business Associate to create, maintain, transmit, or receive Protected Health Information on behalf of Covered Entity, but not including credit card, debit card, check, or other payment processing, or other activity that is exempt under Section 1179 of HIPAA, 42 U.S.C. 1320d.
 - 1.8. **Underlying Contract** means the underlying product, master, services or other written agreement between the Parties to perform the Services.

- 1.9. **Underlying Obligation** shall refer to the principal duties and responsibilities imposed upon the parties as stipulated in any Underlying Contract(s).
- 1.10. **Unsuccessful Security Incidents** shall include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, so long as no such incident results in unauthorized access, Use, or Disclosure of Protected Health Information[A1].
2. **Term.** The term of this Agreement shall commence as of the Effective Date and shall expire when the Agreement, the Underlying Contract or the Underlying Obligation terminates except that certain provisions may survive termination as otherwise discussed in this Agreement.
3. **Obligations and Activities of Business Associate.**
- 3.1. Business Associate agrees to Use or further Disclose Protected Health Information only as permitted or required by this Agreement to perform the Services, an Underlying Contract, an Underlying Obligation, or as required by law, provided that such Use or Disclosure does not violate HIPAA. Business Associate shall not Use or further Disclose Protected Health Information other than as permitted under this Agreement, an Underlying Contract, an Underlying Obligation, or as otherwise required or permitted by law. Unless otherwise limited herein, Business Associate may:
- a. Use the Protected Health Information in its possession for its proper management and administration, and to fulfill any present or future legal responsibilities of Business Associate, provided that such Uses are permitted under state and federal laws.
 - b. Disclose the Protected Health Information in its possession to third parties for the purpose of its proper management and administration related to this Agreement or an Underlying Contract or Underlying Obligation, or to fulfill any recent, present, or future legal responsibilities of Business Associate, provided that Disclosure in these circumstances is allowed only if: (i) the Disclosure is required by law, or (ii) Business Associate has received from the third party written assurances that the third party will hold the Protected Health Information confidentially, that the third party will use or further disclose the Protected Health Information only as required by law or for the purpose for which it was disclosed to the third party, and that the third party will notify Business Associate of any breach of confidentiality.
 - c. Aggregate the Protected Health Information in its possession with the Protected Health Information of other covered entities that Business Associate has in its possession through its capacity as a Business Associate to said other covered entities, provided that the purpose of such aggregation is to provide Covered Entity with data analyses relating to the Health Care Operations of Covered Entity.
 - d. De-identify any and all Protected Health Information, provided that the de-identification conforms to the requirements of 45 CFR § 164.514(b).
- 3.2. Business Associate will comply as applicable with the Security Rule with respect to Electronic Protected Health Information, to prevent Use or Disclosure other than as provided for by this Agreement, an Underlying Contract, or an Underlying Obligation. Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that Business Associate creates, receives, transmits, or maintains in any form or medium on behalf of Covered Entity to perform the Services. Business Associate shall ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate, to perform the Services, agree in writing to materially similar restrictions and conditions that apply to the Business Associate under this Agreement[A2].

- 3.3. Business Associate agrees to take reasonable steps to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- 3.4. Business Associate agrees to promptly notify, within five (5) business days, Covered Entity of any Security Incident or any Use or Disclosure of the Protected Health Information that is not permitted by this Agreement or an Underlying Contract or Underlying Obligation. The Parties agree that this section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted Unsuccessful Security Incidents.
- 3.5. Business Associate agrees to notify Covered Entity of breaches of Unsecured PHI but in no case more than ten (10) days after, Business Associate's discovery of such unauthorized Use and/or Disclosure. Business Associate shall reasonably cooperate with and provide information to Covered Entity about the Breach of Unsecured PHI in accordance with the Breach Notification Rule, where applicable. In the event of a breach, Business Associate shall provide Covered Entity with written notice identifying the extent of the breach, the specific materials disclosed or accessed, the individuals affected by the breach, and any other matter reasonably requested by Covered Entity. In addition, in the event that information is disclosed or accessed that may subject one or more individuals to a more than minimal risk of identity theft, Business Associate shall provide such individuals with at least a one (1) year subscription to a credit monitoring service, where practicable and the limitation of liability provisions of this Agreement shall not apply.
- 3.6. Business Associate shall procure and maintain, at all times during the term of this Agreement cybersecurity insurance with coverage limits of no less than two million dollars (\$2,000,000). Business Associate shall provide Covered Entity with evidence of such coverage being in effect upon request. Business Associate shall provide Covered Entity with written notice of cancellation, termination or material modification of such insurance with as much notice prior to such cancellation, termination or material modification as is reasonable under the circumstances. If such insurance is cancelled, terminated or materially modified, Covered Entity may terminate this Agreement immediately without notice to Business Associate
- 3.7. Business Associate shall reasonably cooperate with and help Covered Entity respond to an Individual's request for access under 45 CFR § 164.524. In the event Business Associate receives an access request directly from an Individual, Business Associate shall promptly forward such request to Covered Entity.
- 3.8. Business Associate shall cooperate with and help Covered Entity respond to an Individual's request to amend PHI, as provided by 45 CFR § 164.526. In the event that Business Associate receives an amendment request directly from an Individual, Business Associate shall promptly forward such request to Covered Entity.
- 3.9. Business Associate agrees to make internal practices, books, records, policies, and procedures relating to the Use and Disclosure of Protected Health Information available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- 3.10. Within ten (10) business days of receipt of a request from Covered Entity, Business Associate agrees to make available to Covered Entity applicable records related to Disclosures of Protected Health Information in a manner that permits Covered Entity to fulfill Covered Entity's obligations to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with 45 CFR § 164.528.
- 3.11. Upon termination of this Agreement, in accordance with 45 CFR § 164.504(e)(2)(ii)(J), Business Associate agrees to abide by its Termination Obligations, as set forth in Section 6.1 below. This provision shall survive the termination of this Agreement, the Underlying Contract and the Underlying Obligation.

- 3.12. Business Associate agrees to immediately notify Covered Entity of each disclosure Business Associate makes that Business Associate determines is “required by law”.
- 3.13. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).
- 3.14. Business Associate may not receive direct or indirect remuneration in exchange for Protected Health Information in a manner that is prohibited by the Privacy Rule.
- 3.15. Business Associate agrees to reasonably cooperate with Participants to the Data Use and Reciprocal Support Agreement (DURSA) for the eHealth Exchange on issues that are related to the DURSA, under the direction of the Covered Entity.

4. Obligations of Covered Entity.

- 4.1. Covered Entity shall notify Business Associate of any restriction to the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522.
- 4.2. Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.
- 4.3. Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- 4.4. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information.

5. Termination. A material breach of this Agreement by Business Associate provides grounds for Covered Entity to: (i) immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or (ii) provide Business Associate with ten (10) business days’ written notice of the existence of an alleged material breach; and (iii) afford Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within seven (7) business days, Business Associate must cure said breach to the satisfaction of Covered Entity within thirty (30) business days. Failure to cure in the manner set forth in this Paragraph is grounds for the immediate termination of this Agreement. Moreover, this Agreement will terminate when there are no outstanding Underlying Contracts and/or Underlying Obligations between the parties; provided, however, to the extent that specific provisions of this Agreement contemplate action or inaction that should survive the termination hereof, such provisions will be deemed to survive the termination hereof.

6. Return and/or destruction of Protected Health Information.

- 6.1. *Business Associate’s obligations upon Agreement termination.* Upon termination of this Agreement for any reason, Business Associate agrees to do the following (collectively Business Associate’s “Termination Obligations”):
 - a. Return or destroy Protected Health Information Business Associate still maintains in any form, and retain no copies thereof, if it is feasible to do so as required by law, Business Associate’s record retention schedule, or when return or destruction is not feasible within ninety (90) days of the termination of this Agreement. In the event that Business Associate determines that returning or destroying the Protected Health

Information is infeasible, Business Associate will extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

- 6.2. *Business Associate's obligations upon termination of an Underlying Contract.* Upon termination of any Underlying Contract for any reason, Business Associate agrees, with regard to any Protected Health Information pertaining to that specific Underlying Contract, to abide by the Termination Obligations set forth in Section 6.1 above as to such Protected Health Information.
- 6.3. *Business Associate's obligations upon termination of an Underlying Obligation.* Though the parties anticipate that such situations will be rare, the parties agree that such situations are covered by this Agreement. Upon termination of an Underlying Obligation for any reason, Business Associate agrees, with regard to any Protected Health Information pertaining to that specific Underlying Obligation, to abide by the Termination Obligations set forth in Section 6.1 above as to such Protected Health Information.
7. **Waiver of Breach.** The waiver by Covered Entity of any breach of any provision of this Agreement by Business Associate shall not operate or be construed as a waiver by Covered Entity of any subsequent breach by Business Associate.
8. **Choice of Law/Venue.** To the extent that the interpretation of this Agreement requires reference to state law, this Agreement shall be governed by the law of the State of Wyoming. Jurisdiction and venue shall lie exclusively in the District Courts of Laramie County, Wyoming[A3].
9. **Injunctive Relief.** Notwithstanding any rights or remedies that may be used by Covered Entity, Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized Use or Disclosure of Protected Health Information by Business Associate or any agent, Subcontractor, or third party that received Protected Health Information from Business Associate.
10. **Governmental Immunity.** The parties acknowledge that neither party, by entering into this Agreement, waives the tort immunity provided to it by the Wyoming Governmental Claims Act, W.S. § 1-39-101 et seq. (the "Act"), and both parties retain all immunities and defenses provided to them by the Act. Furthermore, as contemplated by the Act (in W.S. § 1-39-104(a)), both parties specifically reserve immunity from actions based upon contract, including actions based upon this Agreement. Any part of this Agreement that conflicts either with the tort immunity provided by the Act or with either party's reservation of contractual immunity under this Section shall be void and of no effect. Any actions or claims against either party under this Agreement, to the extent that the same are permissible under the terms of this Section and/or applicable law, must be brought in accordance with the procedural requirements of the Act. In the event that either party makes a claim against the other party that is not in accordance with the Act's procedural requirements, it shall reimburse the other party for all costs, including reasonable attorneys' fees, incurred by the party in defending such claim.
11. **Amendment and Assignment.** Covered Entity and Business Associate agree to take such action, in good faith, as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity and Business Associate to comply with the requirements of HIPAA. Neither party may assign this Agreement without the prior written consent of the other.
12. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity and Business Associate to comply with HIPAA.
13. **Survivability.** Any provision of this Agreement that by its very nature should survive the termination of this Agreement shall be deemed to so survive.

- 14. **Indemnity.** Business Associate shall indemnify and hold Covered Entity harmless from, and shall defend Covered Entity against, any claims by a third party against Covered Entity for losses, injuries, or damages, including reasonable attorney fees, caused by conduct of Business Associate, or Business Associate's agents or subcontractors, for any matter arising from Business Associate's acts or omissions related to this Agreement.
- 15. **Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- 16. **Notices.** Whenever under this Agreement one party is required to give notice to the other, such notice shall be deemed given if mailed by First Class United States mail, postage prepaid, and addressed as follows:

Memorial Hospital of Laramie County d/b/a Cheyenne Regional Medical Center
 214 East 23rd Street
 Cheyenne, Wyoming 82001
 Attn: Chief Legal Officer and Risk Manager

NOTE: Business Associate also agrees to provide notice to Covered Entity's Compliance Officer and to Covered Entity's Privacy Officer for any report made pursuant to Section 3.4 above.

Business Associate:
 Southwest Counseling Services
 1124 College Road
 Rock Springs, WY 82901

Either party may at any time change its address for notification purposes by mailing a notice stating the change and setting forth the new address.

IN WITNESS WHEREOF, Business Associate and Covered Entity have caused this Agreement to be signed and delivered by their duly authorized representatives, as of the date set forth above.

BUSINESS ASSOCIATE:

CHEYENNE REGIONAL MEDICAL CENTER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____