

## Board of Directors' Packet

# Special Meeting December 18, 2024

Meeting time is 6:00 p.m. via Teams Meeting



## Agenda Special Meeting December 18, 2024 at 6 p.m. via Teams Meeting

#### This is the link to join the meeting, click here-

### Join the meeting now

l.	Call to Order
II.	Declare Quorum
III.	Approval of Agenda - pg. 1-2
	(ACTION ITEM) Approved/Failed
IV.	Previous Business
	Item A: Application Project Aware - Request for approval and signature of the completed RFP with  Sweetwater County School District #1 for the opportunity to prove school-based mental health services pg. 3-18  (ACTION ITEM) Approved/Failed
٧.	New Business
	Item B: FY26 State Funding Application with the Behavioral Health Division - This is a request to complete the application for review by the SCS Board in January 2025 and also by the BOCC in February 2025. This is the annual application to request funding from the Wyoming Department of Health, Behavioral Health Division. Included for the Board's review is the Priority Populations and Service Definitions pg. 19-32  (ACTION ITEM) Approved/Failed
	Item C: ARPA HHS Duran Grant Amendment - This is a request to approve the amendment to the ARPA agreement in the original amount of \$647,978. The amendment is to increase the award amount by \$141,274 for a total award amount of \$789,252. The increase is due to including inflationary funds into the original agreement pg. 33-36
	(ACTION ITEM) Approved/Failed
	Item D: ARPA HHS Washakie Grant Amendment - This is a request to approve the amendment to the ARPA agreement in the original amount of \$615,538. The amendment is to increase the award amount by \$92,272 for a total award amount of \$707,810. The increase is due to including inflationary funds into the original agreement pg. 37-40

\_\_\_\_\_ Approved/Failed

(ACTION ITEM) \_\_

	agreement in the original amount	ent - This is a request to approve the amendment to the ARPA of \$678,041.20. The amendment is to increase the award award amount of \$516,701. The increase is due to including agreement pg. 41-44
	(ACTION ITEM)	Approved/Failed
VI.	Public and Board Comments/Questions	
VII.	Executive Session for instructing negotiati matters considered confidential by law.	ions, deliberating on contracts, personnel matter and all other
	(MOTION)	Approved/Failed
	(MOTION)	Approved/Failed
	Amended Contract	
	(ACTION ITEM)	Approved/Failed
VIII.	Adjournment	
	(ACTION ITEM)	Approved/Failed



## 2024 Project AWARE School-Based Mental Health Partners

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#### Invitation of Submit Prairie. d.

Notice is hereby given that the Board of Trustees of Sweetwater County School District No. One, Rock Springs, Wyoming is accepting sealed bids for the Project AWARE School-Based Mental Health Providers. Specifications may be obtained from the At-Risk Office, 3550 Foothill Blvd., Rock Springs, Wyoming 82901; 307-352-3400 ext 1259 or on our website at sweetwater1.org. All specifications in the bid documents are to be included in the bidder's proposal.

Sealed proposals will be accepted in an ongoing fashion in the At Risk Oversight Coordinator starting on September 25, 2024. All proposals must be marked on the envelope "RFP -School-Based Mental Health Services" Attention: Annie Fletcher. Late Proposals will not be accepted and will be returned unopened. No proposals will be accepted electronically, but the successful vendor will be required to submit the package in its entirety electronically. Proposals will be publicly opened and read aloud immediately thereafter in the At Risk Oversight Coordinator's Office at the Central Administration Building. The bids will then be reviewed and applicants will be notified of the award within 10 working days of proposal receipt.

The Board of Trustees of Sweetwater County School District Number One, State of Wyoming, reserves the right to reject any and all bids, and to waive any and all bids, and to waive any irregularities. The Board of Trustees reserves the right to split the award of the bid between bidders should it deem it to be in the best interest of the District. The Board of Trustees shall accept the bid(s) which, in their opinion, is best.

Carol Jelaco, Chairman
Cole Wright, Clerk
Sweetwater County School District Number One
Board of Trustees

Published dates: website - 9/25/24

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Sweetwater School District #1 is accepting School-Based Mental Health Services proposals for the 2024/2025 and 2025/2026 Fiscal Years.

Vendors are asked to submit Proposals for School-Based Mental Health Services, including mental health evaluation, counseling, and support services to students in a school setting with behavioral health concerns and assist the student and their family with accessing ongoing community services to meet the student-identified needs. School-Based Mental Health Services are short-term, school-based services offered throughout the year to students enrolled in the school district.

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Specifications may be obtained by contacting Annie Fletcher, At Risk Oversight Coordinator at (307) 352 3400 ext 1259, fletchera@sw1.k12.wy.us, 3500 Foothill Blvd, Monday through Thursday, 7:30 AM - 4:00 PM.

Lau Day for Questions

The last day to submit questions is December 31, 2024

Bid Assessing

**EVALUATION CRITERIA** 

	KITEKIA	Point s
Α.	Experience	30
В,	Personnel	25
C.	Legal Action	Y or N 5
D.	Completed RFP Form	5
	TOTAL	65

#### PROPOSAL EVALUATION

a. The School District will evaluate proposals using the criteria outlined in Sections 6 and 7 of this document. The School District reserves the right, in its sole discretion, to reject all proposals, waive informalities and irregularities in responses, or not award.

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- b. The School District may choose to interview one or more of the proposers or issue the Best and Final Offers to the highest-rated proposer.
- c. The School District reserves the right to award a contract to multiple highly rated proposers.

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School-Based Mental Health Services provides mental health evaluation, counseling, and support services to students, in a school setting, with behavioral health concerns and assists the student and their family to access ongoing community services to meet the student's identified needs. School-Based Mental Health Services are short-term, school-based services offered throughout the year to students enrolled in the school district.

School-Based Mental Health Services will potentially be provided to identified students at all SWSD#1 locations:

- a. Farson Eden School
- b. Desert School
- c. Rock Springs High School
- d. Rock Springs High School Satellite school
- e. Black Butte High School
- f. Rock Springs Junior High
- g. East Side Elementary
- h. Pilot Butte Elementary
- i. Sage Elementary
- j. Stagecoach Elementary
- k. Northpark Elementary
- 1. Walnut Elementary
- m. Desert View Elementary
- n. Overland Early Childhood Education Center.

In compliance with this RFP invitation and subject to all conditions thereof, the undersigned agrees, if this Proposal were accepted within the time stipulated herein, to furnish any of all items and services upon which prices or percentages are quoted in accordance with the specifications applying to this RFP invitation.

#### 1. TERMINATION OF CONTRACT

The School District reserves the right to terminate the Contract immediately in the event that the successful vendor discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law.

Failure of the successful vendor to comply with any section or part of the Contract will be considered grounds for immediate termination of the Contract by the School District.

Notwithstanding anything to the contrary contained in the Contract between the School District and the successful vendor, the School District and/or successful vendor may

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terminate the Contract for convenience and without cause, by giving 60 days written notice to the successful vendor.

#### 2. APPLICANT ELIGIBILITY

The Organization must:

- Currently provides Behavioral Health Services in Sweetwater County, Wyoming.
- Be a community health provider or center that employs licensed personnel to provide both mental health evaluation and counseling services.
- Must carry their own liability and professional insurance as outlined by state regulations.
- Have the capacity and ability to provide youth mental health services in a school setting, assessment, data collection, and regular sessions.
- Have the capacity and ability to provide youth mental health services in-person and/or virtually for the agreed-upon schools.

#### 3. SCOPE OF SERVICES

The School-Based Mental Health Services program shall minimally include:

- a. The Organization shall work with identified students in preschool, elementary, middle, high, and alternative high schools and their staff including school counselors, psychologists, social workers, and other resources available at the school.
- b. The Organization shall ensure mental health services include mental health evaluation and counseling to those students assigned to the organization's caseload.
- c. The Organization shall employ appropriate staff to include, but not limited to, the following:
  - i. School-Based Mental Health Providers will be professionally licensed (LPC, LCSW, LMHC, LPCC, LCMHC, Licensed Psychologist) to provide on-site mental and behavioral health services in the state of Wyoming. This individual(s) will work for as many sessions as are needed and can realistically be supplied. The services will be provided during hours when school is in session and may run under a modified schedule during summer and seasonal breaks. The provider(s) will collaborate with school personnel to support the individual students. The Mental Health Provider will also be responsible for collecting necessary grant data (about 20 minutes per student at the beginning of service, 6-month revaluation point, and at discharge).
  - ii. The contractee will provide their own medical billing and coding to support the maximization of grant resources. The provider will utilize the student's primary insurance to submit for reimbursement and also ensure the care being received by the patient is coded applicably and that industry standards are being met. Reimbursement for uninsured students will mirror the fee schedule of Wyoming Medicaid, plus 10%.
- d. The Organization shall develop strategies to meet the following goals:

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- i. Provide mental and behavioral health counseling and support services to youth of varying age ranges in a school setting;
- ii. Collaborate with school personnel to support identified students
- iii. Collect grant data
- iv. Work with the schools and grant personnel to obtain and maintain confidential space to provide regularly scheduled services, while minimally disrupting the educational environment.
- e. The Organization shall work within the confidentiality rules of FERPA (Family Educational Rights and Privacy Act) and HIPAA (Health Insurance Portability and Accountability Act).
- f. The Organization shall participate in regular meetings with School District staff to review this program and address challenges.
- g. The Organization shall notify the School District of changes to the program or to staff within three (3) business days of the adjustment for unexpected changes.
- h. The Organization shall track, document, and gather appropriate data on the services and consultations provided.
- i. The Organization shall have the capacity to electronically submit invoices, backup documentation, data, and reports.

#### 4. CONTRACT LENGTH

2024- 2025 school year with the intent for this Contract to potentially be renewed for the 2025-26 school year.

#### 5. PROPOSAL REQUIREMENTS

To ensure that all information provided is properly evaluated, please organize and label proposals in the structure provided below (7A, 7B, 7C, etc.). Proposals shall include, at a minimum, the following:

- a. Experience: Please provide a narrative summary of:
  - Your Organization's experience working with youth with mental and behavioral health concerns and working with schools and/or school districts.
- b. Personnel: Describe the staff and resources you would utilize to meet the requirements of this Contract
  - i. Include the age of the students you are prepared to work with.
  - ii. Number of clients you project you can serve,
  - iii. any specific evidence-based therapy strategies you are certified to use. (we are open to all configurations of the above components)
- c. Legal Action: Disclose any current or recent (within the past five years) legal action in progress or taken against the Organization or employees.
- d. Disciplinary Record: Disclose any current or recent (within the past five years) disciplinary actions and processes taken against the Organization or employees.
- e. Copies of applicable licenses and proof of insurance.

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		Point s
A.	Experience	30
В.	Personnel	25
C.	Legal Action	Y or N 5
D.	Completed RFP Form	5
ALE VALUE OF THE STATE OF THE S	TOTAL	65

#### 7. PROPOSAL EVALUATION

- a. The School District will evaluate proposals using the criteria set forth in Section 6 of this RFP. The School District reserves the right, in its sole discretion, to reject all proposals, waive informalities and irregularities in responses, or not award.
- b. The School District may choose to interview one or more of the proposers or issue the Best and Final Offers to the highest-rated proposer.
- c. The School District reserves the right to award a contract to multiple highly rated proposers.

#### 8. RFP QUESTIONS/CONTACT

a. Questions must be in written form, by email. Questions shall be submitted to Annie Fletcher, At Risk Oversight Coordinator by email:

therefore a sw 1,k12,wy,us no later than 3:00 on December 31, 2024 Responses to vendor questions will be provided by email within 10 working days of submission.

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#### **Sweetwater School District #1**

#### SCHOOL-BASED MENTAL HEALTH SERVICES REQUEST FOR PROPOSALS FORM

Vendor Information:  Company Name:	
Company website:	
Proposal: 7a. Experience:	
7b.Personnel:	•
7c. Legal Action:	
Scope of work you are prepared to offer: Age of students:	
Number of Clients: Evidenced-based approaches that will be used:	
Name and title of company representative who will be responsible for working with the schools:	
Phone#:	
Please provide two references:	
Organization::	
Contact Person:Phone #:	
Organization::	<u></u>
Contact Person:	-
Phone#:	
Submitted By: Firm Name:	
Address:	
City/State/7in	_
Phone: Fax Number:	
Email:	-
Representative's Name: Representative's Title:	
By signing below, I agree to accept Medicaid/Medicare rates for un or underinsured participants, with an 10% for data collection.	additional
Authorized Signature: Email:	
9 Initial:	

### Property College

All bids are to be delivered to Annie Fletcher, the Risk Oversight Coordinator, in a sealed envelope marked "School-based Mental Health Provider" addressed to:

Sweetwater County School District #1 Attn: Annie Fletcher 3550 Foothill Blvd./P.O. Box 1089 Rock Springs, WY 82902.

Bids will be accepted until Dec 31, 2024.

Bidding contractors must clearly state any time constraints on their bid or bid expiration dates. Due to the possible extended approval process, the Vendor's response pricing shall remain in effect for a period of at least **one year from the response**. If special pricing is obtained and constrains the bid validity date, please state so in the bid response.

Clarifications or questions on the bid may be addressed to: Annie Fletcher At Risk Coordinator Sweetwater County School District #1 (307) 352-3400 ext 1259 tolmans@sw1.k12.wy.us

Please initial the lower right-hand corner of each page.

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#### Proposal Signature Form

### 2024 Project AWARE School-Based Mental Health Partners

(Must be signed by authorized personnel)

Sweetwater County School District #1

By signing this form, the person providing the bid hereby states that he/she is a duly authorized person of the firm, has read all components of the proposal documentation, taken advantage to ask clarifying questions and agrees to the Term and Conditions as listed in the document.

Sweetwater County School District #1 shall not be liable for any costs incurred by the bidder in the preparation and production of the bid or for any work performed prior to the execution of a formal agreement, contract or statement of work (SOW).

Company Name: Southwest Counseling Service	-
Contact Person: Michal Zanetti-Love	(please print)
Address: 1124 College Drive	<del></del>
City, State, Zip: <u>Rock Springs, WY 82901</u>	-
Phone: 307-352-6680	
FAX: 307-352-6676	
E-Mail Address: mlove@swcounseling.org	
Signature:	
Title: <u>Manager of Child, Adolescent Family Services</u> (Please Print)	<del></del>

All pages of this Bid Packet Must be returned to Sweetwater County School District #1

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#### Sweetwater School District #1

## SCHOOL -BASED MENTAL HEALTH SERVICES REQUEST FOR PROPOSALS FORM

#### Vendor Information:

Company Name: Southwest Counseling Service

Company website: Southwest Counseling Service | Sweetwater County, Wyoming

#### Proposal:

7a. Experience: Southwest Counseling Service (SCS) has been a beacon of support and quality care for youth since our inception. We provide comprehensive mental and behavioral health services to youth aged 3 to 18, ensuring that our young clients receive the highest standard of care tailored to their specific needs. Our therapists are adept at working with a wide range of diagnoses and mental health concerns, including ADHD, trauma, depression, anxiety, oppositional defiance, and Autism Spectrum Disorder. Additionally, our clinicians are skilled in diagnosing and treating substance abuse, ensuring a holistic approach to each client's mental and behavioral health. We provide both individual and family therapy, recognizing the importance of involving the family in the therapeutic process to support the youth's overall well-being and recovery. SCS offers group services to those clients who benefit from group work. For over a decade, SCS has partnered with Head Start, delivering two days of therapy each week to Head Start students. This long-standing collaboration underscores our commitment to early childhood mental health and our ability to provide consistent, effective therapeutic interventions.

SCS has a history of working closely with local schools to offer in-school therapy services. Our partnership with School District #1 allowed us to provide school-based therapy at Eastside Middle School, demonstrating our flexibility and dedication to supporting students within their educational environment.

SCS plays a critical role in the Multidisciplinary Team (MDT), working closely with School District #1. Our therapists collaborate with school staff, administrators, and other professionals to develop comprehensive care plans that address the multifaceted needs of our youth clients. SCS provided 24/7 emergency care for Sweetwater County and often sees youth at the emergency department for consultation and assessment.

<u>7b. Personnel</u>: SCS will utilized two (2) licensed, master-level clinicians who are specifically trained and experienced in working with youth experiencing mental and behavioral health concerns to be part of project AWARE. Our clinicians possess the necessary knowledge and expertise to address a wide range of issues, including but not limited to ADHD, trauma, depression, anxiety, oppositional defiance, and Autism Spectrum Disorder.

- i. SCS is prepared to work with all youth of school age, ages 5-21.
- ii. SCS projects providing services to 5-8 client hours per week and maintaining a caseload of 16-20 clients. Services to be provide by two (2) master level clinicians who are licensed by the State of Wyoming.
- iii. Evidenced based treatment approaches to include but not limited to: Cognitive Behavioral Therapy (CBT), Accelerated Resolution Therapy (ART), Motivational Interviewing. Other therapies to include Play Therapy and Behavior and Communication Therapies for Autism Spectrum.

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<u>7c. Legal Action</u>: There is NO current or recent legal action in progress or taken place against SCS or its employees.

7d. Disciplinary Record: There has been NO current or recent disciplinary actions or processes taken against SCS or its employees.

<u>7e. Copies of applicable licenses and proof of insurance</u>: See attached for license and proof of insurance information.

#### Scope of work you are prepared to offer:

Age of students: SCS is prepared to work with all youth of school age, ages 5-21.

<u>Number of Clients</u>: SCS projects providing services to 5-7 clients per day and maintaining a caseload of 24-30 clients. Services to be provide by two (2) master level clinicians who are licensed by the State of Wyoming.

<u>Evidence-based approaches that will be used</u>: Cognitive Behavioral Therapy (CBT), Accelerated Resolution Therapy (ART), Motivational Interviewing. Other therapies to include Play Therapy and Behavior and Communication Therapies for Autism Spectrum.

Name and title of company representative who will be responsible for working with the schools: Michal Zanetti-Love, LCSW; Phone#: (307) 352-6680

Please provide two reference	es:	
Organization: Wyoming Dep	artment of Health, Beha	vioral Health Division
Contact Person: Mr. Ben Kife	er, Administrator	
Phone #: (307) 777-7110		
Organization: Head Start		
Contact Person: Cara Pedri, I	lealth Services Manager	
Phone #: (307) 352-3430		
Submitted By:		
Firm Name: Southwest Coun	seling Service	
Address: 1124 College Hill		
City/State/Zip: Rock Springs	<u>, WY 82901</u>	
Phone: 307-352-6680		Fax Number: 307-352-6676
Email: mlove@swcounseling.	org	
Representative's Name: Mich	nal Zanetti-Love, LCSW	
Representative's Title: Mana	ger of Child, Adolescent	t & Family Services
By signing below, I agree to a additional 10% for data collect Authorized Signature:	•	re rates for un or underinsured participants, with an
Date:	Email:	

**JJONES** 



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/5/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER. AND THE CERTIFICATE HOLDER.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy (ies) must have ADDITIONAL INSURED provisions or be endorsed.

If SUBPORATION IS WAIVED, subject to the terms and conditions of the policy certain policies may require an endorsement. A statement on

	SUBROGATION IS WAIVED, subject his certificate does not confer rights to							require an endorsement.	A sta	itement on
	DUCER				CONTAI NAME:					
Nor	th Wyoming Insurance, Inc.					, Ext): (307) 6	84-2535	FAX (A/C, No):(30	07) 6	84-7531
P.O. Buff	, Box 670 falo, WY 82834				E-MAIL ADDRE	ss: info@no	rthwyoming	ginsurance.com		
						INS	SURER(S) AFFOR	NDING COVERAGE		NAIC#
					INSURE	RA:Philade	lphia Inden	nnity Insurance Compa	ny '	18058
INSL	IRED				INSURE	RB:				
	Southwest Counseling Servi	ice			INSURE	RC:				
	2300 Foothill Blvd				INSURE	RD:				
	Rock Springs, WY 82901				INSURE	RE:				
					INSURE	RF:				
				NUMBER:				REVISION NUMBER:		
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								PERSONAL & ADV INJURY \$		3,000,000
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Α	Directors & Officers			PHSD1840349	,	11/18/2024	11/18/2025	Claims Made		3,000,000
DES Men	   CRIPTION OF OPERATIONS / LOCATIONS / VEHICI   tal Health/Substance Abuse Treatment	LES (A	ACORE	   101, Additional Remarks Schedu	ile, may b	e attached if moi	e space is requir	ed)		
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<u>ve</u>	Sweetwater County School I Attn: Annie Fletcher 3550 Foothill Blvd.	Distri	ict #1	i	SHC THE ACC	OULD ANY OF EXPIRATION ORDANCE WI	N DATE TH	ESCRIBED POLICIES BE CAN IEREOF, NOTICE WILL BE Y PROVISIONS.		
1	Rock Springs, WY 82901					AUTHORIZED REPRESENTATIVE				

### WYOMING MENTAL HEALTH PROFESSIONS LICENSING BOARD

2001 Capitol Ave RM 127 ♦ Cheyenne WY 82002 ♦ (307) 777-3628 ♦ Fax: (307) 777-3508

Email: WyoMHPLB@wyo.gov Web: http://mentalhealth.wyo.gov

July 2, 2024

Jessica Nielson 2504 Pueblo Trail Rock Springs WY 82901

Via email: jessicanielson@hotmail.com

RE: License #LCSW-1355

Jessica Nielson,

Your license has been renewed through June 20, 2026. Attached you will find two (2) new pocket cards. One card is to carry with you and the other is placed inside your certificate frame covering the previous expiration date. This letter will also serve as receipt of your check number 0315 in the amount of \$168.00.

For your next renewal, the Board will only consider continuing education acquired during the period of June 20, 2024 through June 20, 2026. Approximately two (2) months prior to the expiration date a renewal notice will be mailed to you at your last address of record, as reflected above. To ensure that you will receive the renewal notice and other correspondence, it is vital that you inform the Board, in writing, of any changes in your name, business address and residential address.

Sincerely,

Carlos Gomez Executive Director

STATE OF WYOMING

MENTAL HEALTH PROFESSIONS LICENSING BOARD

Certifies that subject to the conditions prescribed by law,

JESSICA NIELSON

is authorized to practice in the state of Wyoming as a

LICENSED CLINICAL SOCIAL WORKER

LICENSE #: LCSW-1355

EXPIRING: June 20, 2026

STATE OF WYOMING

MENTAL HEALTH PROFESSIONS LICENSING BOARD

Certifies that subject to the conditions prescribed by law,

JESSICA NIELSON

is authorized to practice in the state of Wyoming as a

LICENSED CLINICAL SOCIAL WORKER

LICENSE #: LCSW-1355

EXPIRING: June 20, 2026

### WYOMING MENTAL HEALTH PROFESSIONS LICENSING BOARD

2001 Cupitol Avenue, Room 127 ♦ Cheyenne WY \$2002 ♦ (307) 777-3628 ♦ Fax (307) 777-3508

I mml WyoMHPI B@wyo.gov ♦ Web. http.//mentalhealth.wyo.gov

July 19, 2024

Samantha Miller 2630 Indiana Ct. Green River WY 82935

RE: License #PPC-1482 issued June 27, 2024

Samantha Miller.

The Board has issued your provisional license as a Professional Counselor in the State of Wyoming. Your provisional license will expire on June 26, 2027 or when you have been issued the LPC, whichever occurs first. During the term of your provisional license you may practice under the clinical supervision provided by Michal Zanetti-Love.

Anytime during the term of your provisional license you may sit for your examination. The Board accepts the National Board for Certified Counselor's (NBCC) National Counselor Examination (NCE) or the National Clinical Mental Health Examination (NCMHE) or the CRCC examination. Specific information on acceptable exams can be found in Chapter 11 of the Rules and Regulations.

Register online at <a href="https://my.cce-global.org/">https://my.cce-global.org/</a> and on the "Application" tab select "State Licensure Exam". NBCC will correspond with you directly regarding specific exam details. You may access the exam information and order study materials through NBCC's web site at <a href="https://www.nbcc.org/Exams">https://www.nbcc.org/Exams</a>. To register for the CRCC exam go to CRCC's website at <a href="https://www.crccertification.com/">https://www.crccertification.com/</a>.

## NBCC REQUIRES THAT YOU PROVIDE A COPY OF THIS PAGE WHEN YOU REGISTER FOR YOUR EXAM. DO NOT LOSE THIS SHEET, IT IS THE ONLY COPY YOU WILL RECEIVE!!!

Unless this office is otherwise notified in writing all future correspondence from the Board will be addressed to you as it appears above. If I can be of further assistance, please contact me at <a href="https://www.gov.gov">www.gov</a>.

Sincerely,

Carlos Gomez
Executive Director

STATE OF WYOMING
MENTAL HEALTH PROFESSIONS LICENSING BOARD
This Certifies That

SAMANTHA MILLER

subject to the conditions prescribed by law, is guithorized to practice under supervision in the state of Wyoming
TO PROVISIONAL PROFESSIONAL COUNSELOR

LICENSE #: PPC-1482

EXPIRES: June 26, 2027

## Wyoming Department of Health Behavioral Health Division Outpatient and Residential Mental Health (MH) and Substance Use Disorder (SUD) Treatment Services And Quality of Life Supports

#### **Funding Application State Fiscal Year 2026**

Organ	ization	
	oplication includes nine (9) sections to be completed. Unless an attachmer rectly into the section.	ıt is requested, please
1.	Type of Application	
2.	Applicant Information	
3.	Board of Directors	
4.	Organization Administration	
5.	Facility Information	
6.	Partnerships and Collaborations	
7.	Service Delivery Plan	
8.	Attachment Checklist	
9.	Assurances and Signatures	
	ION 1.1 Type of Application	ing the applicable
	indicate which services your organization will be providing by check) below, followed by the county(ies) where the services will be provide	
	H Outpatient in	County(ies)
☐ SU	JD Outpatient in	County(ies)
	H Residential in	County(ies)
□ SU	JD Residential in	County(ies)
	ION 1.2 Applicant Information tet all fields below:	
Applies	int's Legal Name:	
	ss Office (Physical Address):	
	s Office (Mailing Address – if different):	
Hours o	f Operation:	

Applicant Contact Person and Title:
Phone Number of Contact Person:
E-Mail Address for Contact Person:
Contract Signatory (board president or other member of the governing board authorized to sign the contract):
Title of Contract Signatory:
Please provide the name and qualifications of the director or administrator of the organization.
Name:
Qualifications:
Federal Employment ID #:
Unique Entity Identification Number:
SECTION 1.3 Board of Directors

1. Please provide the name and email address of all officers on the board of directors. Add additional lines as necessary.

Name of Officer	Email Address

#### **SECTION 1.4 Organization Administration**

1. Using the format below, list <u>ALL</u> staff positions who provide services reported to the Division. This list should include the director, all staff whose salaries, whether partial or full, is paid through this funding. Include all vacant positions. If staff is part-time, indicate the portion of that time in the FTE column. Add additional lines as necessary. THE CHART MUST BE LISTED BY INDIVIDUAL POSITION, NOT CATEGORIES OF STAFF OR GROUPS. LIKEWISE, THE SALARY LISTED MUST BE INDIVIDUALIZED - DO NOT PROVIDE SALARY RANGES. (Wyo. Stat. Ann. §18-3-516(e) "Any nonprofit corporation which receives at least twenty-five percent (25%) of its total annual budget from county funds, state funds or both in combination shall annually submit a list of all full-time positions employed by the corporation and the wages and salaries paid each position, without the name of the employee, to the commission, board, council or agency from which the funds are received.")

Position Title	Primary Job Function (i.e., CEO, IT, data, therapist, med management, case manager, peer specialist, etc.)	Credentials/ Degree	Annual salary including benefits (as of November, 2024)	FTE (%)	Is position filled or vacant?

#### **SECTION 1.5 Facility Information**

1. Provide the facility information requested below. Add additional lines as necessary.

Facility	Agency Code (For current contracted Centers	Type of Facility (e.g., Outpatient Clinic, Group		Services Provided	Hours of
Name	only)	Home, etc.)	Address	at this Location	Operation

#### **SECTION 1.6 Partnerships and Collaborations**

- 1. In the format below, please describe your organization's relationship with other community partners (e.g., child welfare, primary care, criminal justice, and courts). Who are your primary partners and on what topics do you collaborate? Please provide the date when agreements will be received by the Division. In section 1.8 of this application, please attach copies of <u>current</u> formal written agreements your agency has with partners. If awarded, prior to any payment being issued, a current formal written agreement with the following entities <u>in each County served</u> must be approved and on file with the Wyoming Department of Health, Behavioral Health Division:
  - a. Law Enforcement
  - b. Schools
  - c. Hospitals
  - d. Jails (County jails or detention centers)
  - e. Ambulance Services
  - f. Wyoming Lifeline (988)
  - g. Central Wyoming Counseling Center (988)

Partner	Brief description of topics of collaboration	County	Does your agency have a formal written agreement with this partner? (Yes/No)	If no, please provide an approximate date when a formal written agreement will be received

#### **SECTION 1.7 Service Delivery Plan**

- 1. Describe your agency's ability to provide a range of comprehensive and integrated behavioral health services that support quality care to the priority populations. Please include a list of Evidence Based Practices delivered through your agency's programs and services. Limit your response to two (2) pages.
- 2. Describe how your agency's staffing patterns and number of staff are adequate to provide the continuum of services required and the requested optional services. Limit your response to two (2) pages.
- 3. Describe your strategy and <u>specific programming</u> for providing services to each priority population listed below. Limit your response to three (3) pages.
  - a. State Level Justice Involved
  - b. Nonstate Level Justice Involved
  - c. Families at High Risk
  - d. Adults with Acute Mental Illness
  - e. Adults with Severe Mental Illness
  - f. Indigent Clients with High Needs
  - g. Indigent General Access Clients
  - h. Persons Who Inject Drugs
  - i. Pregnant or Parenting Women
  - j. Veterans
- 4. Describe your agency's exclusionary criteria for EACH priority population. Limit your response to two (2) pages.

- 5. Describe your agency's admissions process. Please include details on open access, appointment availability, and how the Medicaid application process is completed for all clients. Limit your response to two (2) pages.
- 6. Describe how case management is integrated into the treatment process. Limit your response to one (1) page.
- 7. Describe what measures are put into place to ensure your agency is not engaging in duplicative billing. Limit your response to one (1) page.
- 8. Describe how your agency participates in the development and implementation of a community disaster plan. Limit your response to one (1) page.
- 9. Describe how recovery support services are delivered at your agency. This may include services provided by peer specialists, transportation, help with basic needs, and any additional services that increase an individual's long-term recovery and quality of life. Limit your response to one (1) page.
- 10. Describe your agency's capacity to respond to emergency detentions and behavioral health crises in your communities. Limit your response to two (2) pages.
  - (a) If a client in crisis walks into the Center, how is that handled?
  - (b) What are the gaps in resources and service delivery?

When evaluating and scoring an application, the Department may consider information not included in the application but otherwise possessed by the Department.

#### **SECTION 1.8 Attachment Checklist**

All documents attached to the application must be submitted in the order shown below and the organization name and page number must be included at the bottom of each page of the attachment.

Certificates of good standing (3 documents)
(a) the unemployment insurance program
(b) the workers' compensation program
(c) the Secretary of State's office
SAM.gov documentation
Proof of professional liability insurance
Current payment policy
Organizational chart (if provider has multiple locations, please ensure those locations are included.)
Formal written agreements with key partners
Tuberculosis policies and procedures, including a list of key service providers (e.g. publi
health, hospital, private healthcare provider)

<ul> <li>Evidence of national accreditation OR the anticipated date the organization will achieve accreditation</li> <li>Articles of Incorporation and bylaws (new applicants only)</li> <li>Evidence of Division certification, to provide substance use disorder treatment services, if applying for funding (new applicants only)</li> </ul>
SECTION 1.9 Assurances and Signatures
In the column on the left, please initial each statement to indicate your agreement if awarded.
Assurances
Applicant agrees to provide data and information to the Division per contract requirements and as necessary to determine program outcomes. Applicant will ensure electronic health records system allows contract data requirements to be met.
Applicant agrees to obtain or maintain its national accreditation and comply with applicable state and federal certification requirements.
Applicant states that the organization is governed by a Board of Directors.
The Board of Directors of the Applicant agrees to monitor the information provided in this application and subsequent contract, if funded.
Applicant states that funding received from the Division under this application will be maintained <b>separate and apart</b> from other funds of the Applicant, including funds from programs also administered by the Division.
If this is a <b>renewal</b> application, Applicant states that the organization's charter and bylaws include documentation that at least one of its permissible services is a human service program as defined by W.S. §35-1-613(a)(iv).
Applicant states that it shall comply with Wyoming laws and regulations pertaining to building and operations.
Applicant states that each mental health and substance use disorder service will be provided in accordance with service definitions developed by the Behavioral Health Division.
Applicant agrees to bill Medicaid and other third party pay sources for all eligible services.
By submitting and signing this application, the applicant agrees to the above statements.
Board Chairman Date
Printed Name of Board Chairman
Executive Director Date
Printed Name of Executive Director
Incomplete applications will be returned without review.

Scoring Criteria	
Section	Scoring
Section 1.1 Type of Application	Pass/Fail
Section 1.2 Applicant Information	Pass/Fail
Section 1.3 Board of Directors	Pass/Fail
Section 1.4 Organization Administration	Pass/Fail
Section 1.5 Facility Information	Pass/Fail
Section 1.6 Partnerships and Collaborations	Pass/Fail
Section 1.7 Service Delivery Plan	
Comprehensive and integrated services	10
2. Staffing patterns	10
3. Programming to priority populations	10
4. Exclusionary criteria	10
5. Admissions process	10
6. Case management	10
7. Duplicative billing	10
8. Community disaster planning	10
9. Recovery support services	10
10. Emergency detentions and crisis response	10
Section 1.8 Attachment Checklist	
1. Are all attachments submitted?	1
2. Are all attachments within the page limits listed?	1
3. Was the application packet completed and submitted without the need	1
for revision?	
CAP (If applicable)	
1. Is applicant on a CAP? (If yes, -5 points from final score)	-5
FINAL SCORE	103 maximum

#### **Priority Populations**

The BHC-Full and Screen benefit packages have specific priority populations that can receive the state funded services. The definitions that are included in the statute language are listed below:

- <u>State-level justice-involved</u>: persons who, within the previous six (6) months, have been released or paroled from an institution as defined by W.S. 7-13-401(a)(vi) or who are awaiting admission to evaluation from or have been evaluated by a facility as defined under W.S 7-11-301(a)(ii) and who require continuing treatment for a mental illness or substance use disorder.
- Non-state level justice involved: a) persons who, within the previous six (6) months, have been placed on probation and made subject to an intensive supervision program that includes treatment for a mental illness or a SUD; b) Persons who within the previous six (6) months have been convicted of or pled nolo contendre to a criminal offense and ordered to enroll in a treatment program for a mental illness or SUD as part of their sentence; c) Persons on probation, parole or who have been conditionally released, who within the previous six (6) months have been sanctioned under W.S. 7-13-1802(b)(iv) through (vi) and ordered to receive treatment for a mental illness or a SUD; d) Qualified offenders under W.S. 7-13-1301 through 7-13-1304 who within the previous six (6) months have been ordered to receive treatment for a SUD.
- Families at high risk: a) Children who have been discharged from an acute psychiatric facility or psychiatric residential treatment facility within the previous six (6) months and their immediate family members as defined by Department of Family Services rules; b) a child or the parent, legal guardian or another immediate family member, as defined by rule of the department of family services, referred to a behavioral health center by DFS for treatment for a mental illness or substance use disorder and the treatment, is necessary to prevent the removal of the child from the child's home or prevent the removal of the child or to reunify the child with the family; c) A child who has been referred to a BHC by a youth crisis shelter, school, primary care provider, licensed therapist or law enforcement officer for treatment for mental illness or SUD that impacts the child's life.
- <u>Adults with Acute Mental Illness</u>: persons who are subject to emergency detention, involuntary hospitalization order, or a directed outpatient commitment order or who were released from emergency detention or discharged from an involuntary hospitalization or directed outpatient commitment within the last six (6) months.
- Adults with Severe Mental Illness: a) persons who, based on diagnosis and history, have a substantial probability of being unable to meet their needs for food, shelter, and medical care if they do not receive regular mental health treatment or case management. b) Vulnerable adult means any person eighteen (18) years of age or older who is unable to manage and take care of himself or his money, assets, or property without assistance as a result of advanced age or physical or mental disability. W.S. 35-20-102(a)(xviii).
- <u>Indigent clients with high needs</u>: Persons who meet the definition of indigent general access and who have a mental illness or SUD that substantially impairs their ability to function in society.

• <u>Indigent general access clients</u>: persons whose total household income is not more than two hundred (200%) of the federal poverty level.

In addition to the state-funded priority populations, the Behavioral Health Division has included the priority populations identified through the federal Community Mental Health and Substance Use Treatment, Prevention and Recovery Services (SUPTRS) block grants. Individuals meeting the federal priority population definitions are considered eligible and should receive BHC-Full benefit plan services.

Mental Health Block Grant includes:

- Children and adolescents with Serious Emotional Disturbance (SED),
- Adults with Serious Mental Illness and
- Veterans

The SUPTRS block grant includes:

- Pregnant Intravenous Drug Users
- Pregnant Women
- Intravenous Drug Users,
- Women and Parenting Women, and
- Veterans

#### **Required Mental Health Outpatient Services:**

Case management, clinical screening and assessment, crisis clinical response services, emergency care coordination and gatekeeping services, jail-based assessments, treatment and reentry, medication management services, peer specialist services, recreation/socialization, individual rehabilitative services, individual/family Agency-based therapy, individual/family Community-based therapy, and group therapy.

#### **Optional Mental Health Outpatient Services:**

Group case management, day treatment, early serious mental illness, group rehabilitative services, supported employment, and supported education.

#### **Required Mental Health Residential Services:**

Community housing

#### **Optional Mental Health Residential Services:**

Sub-Acute crisis residential

#### **Required Substance Use Disorder Outpatient Services:**

Case management, clinical screening and assessment, jail-based treatment and re-entry, IOP, peer specialist services, individual rehabilitative services, individual/family Agency-based therapy, individual/family Community-based therapy, and group therapy (other than IOP).

#### **Optional Substance Use Disorder Outpatient Services:**

Group case management, client engagement services, crisis clinical response services, intensive outpatient treatment for women, MAT, medication management services, intensive individual rehabilitative services, group rehabilitative services, and supported employment.

#### Required Substance Use Disorder Residential Services:

Residential treatment services (Adult primary residential)

#### **Optional Substance Use Disorder Residential Services:**

Residential treatment services (Adolescent primary residential), pregnant women or women with children, detoxification services, and transitional housing.

<u>Note</u>: Centers can offer services through a formal written agreement with another provider or subcontractor

#### Wyoming Administrative Rules

## Health, Department of

#### Mental Health and Substance Use Disorder Services

Chapter 3: Application for Funds and Selection of Providers

Effective Date: 09/18/2024 to Current

Rule Type: Current Rules & Regulations

Reference Number: 048.0077.3.09182024

#### Chapter 3

#### **Application for Funds and Selection of Providers**

#### Section 1. Purpose and Applicability.

- (a) This Chapter establishes the process and criteria to apply for and receive funding from the Department under the Community Human Services Act, Wyoming Statutes 35-1-611 to -627.
- (b) This Chapter applies to all providers seeking Department funding under the Community Human Services Act.

#### Section 2. Eligibility for Funding.

- (a) A provider is eligible to apply to the Department for funding to provide behavioral health services within an identified service area if the provider:
- (i) Meets the definition of a behavioral health center under W.S. 35-1-613(a)(xvi); and
  - (ii) Is certified according to Chapter 2 of these Rules.

#### **Section 3.** Request for Application to Provide Services.

- (a) The Department shall provide notice that it is seeking applications to provide funded services on the Department's public website. The notice must include:
- (i) The eligibility requirements for funding as specified in Section 2 of this Chapter;
  - (ii) The date applications must be received at the Department;
  - (iii) Where to submit applications;
  - (iv) Where to locate a copy of these Rules online;
- (v) A list of comprehensive range of services, as determined by the Department;
  - (vi) The application packet; and
  - (vii) Scoring criteria.

#### **Section 4.** Evaluation and Scoring of Applications.

- (a) Eligible providers may apply for funding.
- (b) The Department shall give preference to current providers who are in compliance with contract requirements pursuant to W.S. 35-1-620(b)(vi) and shall begin contract negotiations.
- (c) If two (2) or more applicants propose to provide the same services in the same service area and each applicant meets the criteria in Section 2 of this Chapter, they may be considered a competing applicant.
- (d) If the conditions to grant preference under subsection (b) of this Section are not satisfied, the Department will score the competing applications according to the scoring criteria. When evaluating and scoring an application, the Department may consider information not included in the application but otherwise possessed by the Department.
- (i) The Department will begin contract negotiations with the highest scoring applicant.
- (ii) If the competing applicants' scoring results in a tie, the Administrator shall review and evaluate the competing applications. The Department will begin contract negotiations with the Administrator's highest scoring applicant.
  - (e) The Administrator may not award any application that:
    - (i) Does not meet the criteria according to Section 2 of this Chapter; or
- (ii) Proposes to serve only a portion of an existing service area and if funding the application would jeopardize the continued services in the remainder of the service area.
- (f) If the Administrator finds an applicant ineligible or does not award an applicant, the Administrator shall document the reasoning and shall notify the provider in writing of the denial.
- (g) The Department may solicit additional applications to provide services in the service area. If the Department solicits additional applications, an applicant whose application was previously not awarded may resubmit an application to the Department.

#### Section 5. Application for Funding that is not Available Statewide or Regionally.

- (a) If funding is available for projects or services which cannot be purchased on a statewide basis, the Department shall:
  - (i) Define the purpose of the funding;
  - (ii) Develop an application and funding process; and

(iii) Notification of available funds must be posted on the Department's public website. The Department shall include how funding decisions will be made in the application for the funding.

### **Contract #: 245150**

Entry Date: 11/19/2024 3:06:29 PM

Department:

Wyoming Office of State Lands & Investments

Agency Contact: Pounds, Kaitamaria

Phone: 307-777-7453

Other Agency Contact: 307-777-7331

WYOMING ATTORNEY GENERAL'S OFFICE

DEC 10 2024

Tyler M. Renner APPROVED AS TO FORM

**Client Comments:** 

Contractor/Vendor Name: Southwest Counseling Service

Contract Title: ARPA Health and Human

Services 1131

**Contract Type:** Amendment

**Contract Amount:** 

141274.0000

**Contract Effective Date:** 

Contract Expiration Date: 10/1/2026 12:00:00 AM

**Status:** Attorney Review Complete

RETURN VIA:

Ink Signature - Pick-up

**Assigned Attorney:** Tyler Renner

## AMENDMENT ONE TO THE ARPA GRANT AGREEMENT BETWEEN THE STATE OF WYOMING, OFFICE OF STATE LANDS AND INVESTMENTS AND SOUTHWEST COUNSELING SERVICE

- 1. Parties. This Amendment is made and entered into by and between the State of Wyoming, Office of State Lands and Investments (OSLI), whose address is 122 West 25th Street, Cheyenne, WY 82002, and Southwest Counseling Service (Grantee), whose updated address is 795 Duran Drive, Rock Springs, WY 82901.
- **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Reimbursement Agreement between the OSLI and the Grantee. The purpose of this Amendment is to increase the total award amount by one hundred forty one thousand two hundred seventy four dollars (\$141,274.00) for a total award of seven hundred eighty nine thousand two hundred fifty two dollars (\$789,252.00).

The original Agreement, dated April 19, 2024, required OSLI to disburse State and Local Fiscal Recovery Funds pursuant to the American Recovery Plan Act (ARPA) and 2022 Wyo. Sess. Laws Ch. 50 § 2(c), FN 18, for a total Agreement amount of six hundred forty seven thousand nine hudred seventy eight dollars (\$647,978.00).

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

#### 4. Amendments.

- **A.** The second sentence of Section 4(A) of the original Agreement is hereby amended to read as follows:
  - "The total payment under this Agreement shall not exceed seven hundred eighty nine thousand two hundred fifty two dollars (\$789,252.00)."
- **Amended Responsibilities of the Grantee.** Responsibilities of the Grantee have not changed.
- 6. Amended Responsibilities of the OSLI. Responsibilities of the OSLI have not changed.
- 7. Special Provisions.

- A. Same Terms and Conditions. With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement, and any previous amendments, between the OSLI and the Grantee, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
- **B.** Counterparts. This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Grantee of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the OSLI.

#### 8. General Provisions.

A. Entirety of Agreement. The original Agreement, consisting of nine (9) pages; Attachment A, consisting of ten (10) pages (corrected); and this Amendment One, consisting of three (3) pages, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

OSLI: State of Wyoming, Office of State Lands and Investment	nts	
Jason Crowder, Interim Director	Date	
GRANTEE: Southwest Counseling Service		
Signature	Date	
Printed Name and Title	_	
ATTORNEY GENERAL'S OFFICE: APPROVAL  # 245/50 Tyler M. Renner, Supervising Attorney General		24

## **Contract #: 245151** Entry Date: 11/19/2024 3:08:23 PM

**Department:** Wyoming Office of State Lands & Investments

**Agency Contact:** Pounds, Kaitamaria

Phone: 307-777-7453

Other Agency Contact: 307-777-7331

WYOMING ATTORNEY GENERAL'S OFFICE

DEC 0 6 2024

Tyler M. Renner APPROVED AS TO FORM

**Client Comments:** 

Contractor/Vendor Name: Southwest Counseling Service

Contract Title: ARPA Health and Human

Services 1133

Contract Type: Grant Agreement - State

Contract Amount: 92272.0000

**Contract Effective Date:** 

Contract Expiration Date: 10/1/2026 12:00:00 AM

**Status:** Attorney Review Complete

**RETURN VIA:** Ink Signature - Pick-up

**Assigned Attorney:** Tyler Renner

## AMENDMENT ONE TO THE ARPA GRANT AGREEMENT BETWEEN THE STATE OF WYOMING, OFFICE OF STATE LANDS AND INVESTMENTS AND SOUTHWEST COUNSELING SERVICE

- 1. Parties. This Amendment is made and entered into by and between the State of Wyoming, Office of State Lands and Investments (OSLI), whose address is 122 West 25th Street, Cheyenne, WY 82002, and Southwest Counseling Service (Grantee), whose address is 158 Washakie Drive, Rock Springs, WY 82901.
- **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Reimbursement Agreement between the OSLI and the Grantee. The purpose of this Amendment is to increase the total award amount by ninety two thousand two hundred seventy two dollars (\$92,272.00) for a total award of seven hundred seven thousand eight hundred ten dollars (\$707,810.00).

The original Agreement, dated April 19, 2024, required OSLI to disburse State and Local Fiscal Recovery Funds pursuant to the American Recovery Plan Act (ARPA) and 2022 Wyo. Sess. Laws Ch. 50 § 2(c), FN 18, for a total Agreement amount of six hundred fifteen thousand five hundred thirty eight dollars (\$615,538.00).

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

#### 4. Amendments.

- A. The second sentence of Section 4(A) of the original Agreement is hereby amended to read as follows:
  - "The total payment under this Agreement shall not exceed seven hundred seven thousand eight hundred ten dollars (\$707,810.00)."
- **Amended Responsibilities of the Grantee.** Responsibilities of the Grantee have not changed.
- **6. Amended Responsibilities of the OSLI.** Responsibilities of the OSLI have not changed.
- 7. Special Provisions.

- A. Same Terms and Conditions. With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement, and any previous amendments, between the OSLI and the Grantee, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
- **B.** Counterparts. This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Grantee of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the OSLI.

#### 8. General Provisions.

A. Entirety of Agreement. The original Agreement, consisting of nine (9) pages; Attachment A, consisting of twenty two (22) pages (corrected); and this Amendment One, consisting of three (3) pages, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

they have read, understood, and agreed to the terms an	id conditions of this Amendment.
The Effective Date of this Amendment is the date of the	ne signature last affixed to this page.
OSLI: State of Wyoming, Office of State Lands and Investments	
Jason Crowder, Interim Director	Date
GRANTEE: Southwest Counseling Service	
Signature	Date

<u>Signatures.</u> The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Tyler M. Renner, Supervising Attorney General

Printed Name and Title

9.

Data

### Contract #: 245152 Entry Date: 11/19/2024 3:10:14 PM

**Department:** Wyoming Office of State Lands & Investments

**Agency Contact:** Pounds, Kaitamaria

**Phone:** 307-777-7453

Other Agency Contact: 307-777-7331

WYOMING ATTORNEY GENERAL'S OFFICE

DEC 11 2024

Tyler M. Renner APPROVED AS TO FORM

**Client Comments:** 

Contractor/Vendor Name: Southwest Counseling Service

Contract Title: ARPA Health and Human

Services 1134

**Contract Type:** Amendment

**Contract Amount:** 161340.2000

**Contract Effective Date:** 

Contract Expiration Date: 10/1/2026 12:00:00 AM

**Status:** Attorney Review Complete

**RETURN VIA:** Ink Signature - Pick-up

**Assigned Attorney:** Tyler Renner

## AMENDMENT ONE TO THE ARPA GRANT AGREEMENT BETWEEN THE STATE OF WYOMING, OFFICE OF STATE LANDS AND INVESTMENTS AND SOUTHWEST COUNSELING SERVICE

- 1. Parties. This Amendment is made and entered into by and between the State of Wyoming, Office of State Lands and Investments (OSLI), whose address is 122 West 25th Street, Cheyenne, WY 82002, and Southwest Counseling Service (Grantee), whose address is 2706 Ankeny Way, Rock Springs, WY 82901.
- 2. <u>Purpose of Amendment.</u> This Amendment shall constitute the first amendment to the Reimbursement Agreement between the OSLI and the Grantee. The purpose of this Amendment is to increase the total award amount by one hundred sixty one thousand three hundred forty dollars and twenty cents dollars (\$161,340.20) for a total award of six hundred seventy eight forty one dollars and twenty cents (\$678,041.20).

The original Agreement, dated April 19, 2024, required OSLI to disburse State and Local Fiscal Recovery Funds pursuant to the American Recovery Plan Act (ARPA) and 2022 Wyo. Sess. Laws Ch. 50 § 2(c), FN 18, for a total Agreement amount of five hundred sixteen thousand seven hundred one dollars (\$516,701.00).

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

#### 4. Amendments.

- **A.** The second sentence of Section 4(A) of the original Agreement is hereby amended to read as follows:
  - "The total payment under this Agreement shall not exceed six hundred seventy eight thousand forty one dollars and twenty cents (\$678,041.20)."
- **Amended Responsibilities of the Grantee.** Responsibilities of the Grantee have not changed.
- **6. Amended Responsibilities of the OSLI.** Responsibilities of the OSLI have not changed.
- 7. **Special Provisions.**

- A. Same Terms and Conditions. With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement, and any previous amendments, between the OSLI and the Grantee, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
- **B.** Counterparts. This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Grantee of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the OSLI.

#### 8. General Provisions.

A. Entirety of Agreement. The original Agreement, consisting of nine (9) pages; Attachment A, consisting of ten (10) pages (corrected); and this Amendment One, consisting of three (3) pages, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

OSLI: State of Wyoming, Office of State Lands and Investments	
Jason Crowder, Interim Director	Date
GRANTEE: Southwest Counseling Service	
Signature	Date
Printed Name and Title	
ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM  ## 245/52  Tyler M. Renner, Supervising Attorney General	/2-//-2024 Date