



Amended
Board of Directors'
Packet

May 27, 2026

Meeting time 6:30 p.m.

Meeting held at 333 Broadway Street
Rock Springs, WY



**Notice of Meeting - Tentative and Subject to Change
Amended Agenda**

May 27, 2026 at 6:30 p.m.

333 Broadway Street, Rock Springs, WY

- I. **Call to Order**
- II. **Declare Quorum**
- III. **Approval of Amended Agenda** - pg. 1-3
(ACTION ITEM) _____ Approved/Failed
- IV. **Public and Board Comments/Questions – All members of the public who wish to speak at the meeting will be given three minutes of time to address the Board.**
- V. **Consent Agenda**
 - a. Approval of April Meeting Minutes - pg. 4-10
 - b. Approval of April Special Meeting Minutes - pg. 11-12
 - c. Treasurer’s Report - pg. 13
 - i. Write-Offs - pg. 14-16
 - ii. Balance Sheet - pg. 17
 - iii. Account Receivables - pg. 18
 - iv. Revenues and Expenses - pg. 19-21
 - v. Income and Expense by Month - pg. 22-23
 - vi. Check Register - pg. 24-34
 - d. Reports - pg. 35
 - i. Residential Bed Utilization and Drawdown - pg. 36
 - ii. Residential Referrals and Admissions - pg. 37-38
 - iii. Title 25 Monthly Information - pg. 39
 - iv. SCS Staff Report - pg. 40-42
 - v. Open Access Intake Report - pg. 43-48(ACTION ITEM) _____ Approved/Failed
- VI. **Committee Updates Section**
 - a. SCS Board Committees - pg. 49
 - i. Strategic Planning and Compliance – Kayleen, Kori, and Margene
 - ii. Personnel/Workforce – Kristy, Kayleen, and Margene - pg. 50-55
 - iii. Finance – Raven and Kristy
 - iv. Health & Safety/Quality Improvement – Barbara and Raven
 - v. Facilities and Technology – Kori and Larry

VII. Presentation by Richard Brickner of 2026-27 IT Itemization - pg. 58-60

VIII. Previous Business - pg. 61

- a. Crisis Intervention and Subacute Crisis Contract Approval - pg. 62-75

(ACTION ITEM) _____ Approved/Failed

- b. Approval of VLCM Quote - This is the annual renewal for the cloud backup software that backs up, up to 150 Microsoft 365 user mailboxes daily into the cloud, we had to go to a cloud backup solution last year when we migrated our Microsoft Exchange on premise mailboxes to Microsoft 365 cloud hosted mailboxes. This software was approved by the board last May when we did the migration with VLCM. The backup software the board just approved backs up our on-premise servers and then writes a remote backup into our Wasabi cloud storage. We use to use this software to back up our on-premise Exchange mail servers but now no longer have those. That is why the software has reduced in price because we no longer pay for the application add on to backup local mail servers.

Update – VLCM Quote - This is the annual renewal for the cloud backup software that backs up our current Microsoft 365 user mailboxes daily in the cloud. This software was approved by the board last May when we migrated our Microsoft Exchange on premise mailboxes to Microsoft 365 cloud hosted mailboxes.

The other software we use is Arctera Backup Exec. This software backups up our on premise servers that we have to a local storage location. Once the local backups are completed it writes a copy of those backups to a cloud storage location.

This software does not backup up any Microsoft 365 applications or mailboxes. It only backs up the server operating systems. Locally installed server applications and users files. - pg. 76-78

(ACTION ITEM) _____ Approved/Failed

- c. Final Approved Bylaws - pg. 79-90

IX. New Business - pg. 91

- a. Lease Renewals for The Village at Silver Ridge - Request to renew the six lease agreements with a renewal date of August 1, 2026 at a rate of \$1,133.50 per unit/month. - pg. 92-97

(ACTION ITEM) _____ Approved/Failed

- b. Locum Tenens Contract Extension - This is a request to approve a letter of extension for Kenyatta Merriweather through August 27, 2026. - pg. 98-99

(ACTION ITEM) _____ Approved/Failed

- c. Request to approve Equal Employment Opportunity Policy – Standalone - Reviewed and Approved by Policy Committee and Legal Counsel - pg. 100-103

(ACTION ITEM) _____ Approved/Failed

- d. Request to approve Nepotism Policy – Standalone - Reviewed and Approved by Policy Committee and Legal Counsel - pg. 104-105

(ACTION ITEM) _____ Approved/Failed

- e. Development of a Committee for the Slate of Officers for June Board Meeting

(ACTION ITEM) _____ Approved/Failed

- f. Approval of Board Policies 4101-4309 - pg. 106-170

(ACTION ITEM) _____ Approved/Failed

- g. FormDr-SaaS Agreement - Request to approve the agreement for the use of a SaaS for SCS to send out electronic forms, documents, and other items. This will be a two-year term at \$3,200 per year. - pg. 171-180

(ACTION ITEM) _____ Approved/Failed

- h. Approval of Clinical Director Job Description and Update to Wage Band- pg. 181-186

(ACTION ITEM) _____ Approved/Failed

- i. Approval of Seasonal Staff for the Summer Program - pg. 187-190

(ACTION ITEM) _____ Approved/Failed

- j. Approval of HRSA Rural Communities Opioid Response Program (RCORP) Impact Grant Opportunity - pg. 191-193

(ACTION ITEM) _____ Approved/Failed

- k. Approval of Staff Sergeant Fox Suicide Prevention Grant Program Opportunity - pg. 194-196

(ACTION ITEM) _____ Approved/Failed

- l. Approval of Behavioral Health Mobile Crisis Team Partnerships (SAMHSA, FY 2026 Forecast) - pg. 197-199

(ACTION ITEM) _____ Approved/Failed

IX. Interim Director's Report - pg. 200-202

X. Executive Session for instructing negotiations, deliberating on contracts, personnel matter and all other matters considered confidential by law.

XI. Executive Session

(ACTION ITEM) _____ Approved/Failed

Exit Executive Session

(ACTION ITEM) _____ Approved/Failed

To Resume Normal Meeting

(ACTION ITEM) _____ Approved/Failed

Action Items from Executive Session

(ACTION ITEM) _____ Approved/Failed

XII. Adjournment

(ACTION ITEM) _____ Approved/Failed

Board Meeting Minutes

April 28, 2026

Minutes for
Southwest Counseling
Board Of Director Meeting
Held April 28, 2026
At 333 Broadway Street
Rock Springs, WY

I. Call to Order @ 6:31 pm

II. Declare Quorum

In attendance: Kayleen Logan, Kristy Kauppi, Margene Chew, Kori Rossetti and Barbara Sowada, Larry Demshar and Raven Beattie

III. Approval of Amended Agenda – pg. 1-3

(ACTION ITEM) Margene, second Raven Motion **Approved/Failed**

IV. Public and Board Comments/Questions- all members of the public who wish to speak at the meeting will be given three minutes of time to address the board

V. Consent Agenda

a. Approval of March Meeting Minutes- pg. 4-9

b. Treasurer's Report- pg. 10

i. Write-offs- pg. 11-13

ii. Balance Sheet -pg. 26

iii. Accounts Receivables- pg. 15

v. Revenues and Expenses- pg. 16-18

v. Income and Expenses- pg. 19-20

vi. Amended Check Register – pg. 21-30

c. Reports- pg. 31

i. Residential Bed Utilization and Drawdown- pg. 32

ii. Residential Referrals and Admissions

iii. Title 25 Monthly Information – pg. 33

iv. SCS Staff Report- pg. 34- 37

v. Open Access Intake Report – pg. 38- 43

Motion to Approve the Consent Agenda but pull out consent agenda V. b., ii , iii, vi, for discussion

(ACTION ITEM) Barbara, second Raven Motion **Approved/Failed**

(ACTION ITEN) Margene, second Kori Motion **Approved/Failed**

MOTION TO OPEN FULL TIME PSYCHIATRIC APRN. POSITION

(ACTION ITEM) Margene, second Larry **Approved/Failed**

VI. Committee Updates

a. SCS Board Committees:

- i. Strategic Planning and Compliance- Kayleen, Kori and Margene
- ii. Personnel Workforce- Kristy and
- iii. Finance- Raven and Kristy
- iv. Health & Safety/ Quality Improvement- Barbara and Raven
- v. Facilities and Technology- Kori and Larry
- vi. Policies – Barbara and Raven – pg. 51

VII. Previous Business – pg. 52

a. Crisis Intervention and Subacute Crisis Contract Approval

Motion to Table made by (ACTION ITEM) Kristy, second Raven **Approved/Failed**

b. FY27 State Contract – 53-90

(ACTION ITEM) Barbara, second Kristy **Approved/Failed**

c. Approval of Southwest Counseling Service Bylaws – pg. 91-102

(ACTION ITEM) Kristy, second Larry **Approved/Failed** with the correction on pg. 95 of packet- section- a. replace with word Agency with County

d. Bereavement Leave Policy Standalone- Approved 2/25/26, bringing back for reapproval pg. 103-104

(ACTION ITEM) Margene, second Kori **Approved/Failed**

e. Lobbying, External Service, and Volunteering Activities Policy- Standalone- Approved 11/17/25, bringing back for reapproval

(ACTION ITEM) Barbara, second Kori **Approved/Failed**

f. Sick Leave Bank Policy – Standalone- Approved 2/25/26, bringing back for reapproval- pg. 108-110

(ACTION ITEM) Larry, second Raven **Approved/Failed**

- g. **Approval of FY27 Budget – pg. 111-121**
(ACTION ITEM) Kori, second Raven **Approved/Failed**

VIII. New Business- pg. 84

- a. Sliding Fee Scale- Request to approve Sliding Fee Scale to be effective 5/1/25-
pg.123-131

(ACTION ITEM) Raven, second Kristy **Approved/Failed**

- b. Approval of CDW Quote - This is a 3-year renewal for Symantec Endpoint Protection for all servers, workstations and laptops that we use in our organization. The total cost is \$8,550.- pgp132-133

(ACTION ITEM) Larry second Raven **Approved/Failed**

- c. Approval of VLCM Quote - This is the annual renewal for the cloud backup software that backs up, up to 150 Microsoft 365 user mailboxes daily into the cloud, we had to go to a cloud backup solution last year when we migrated our Microsoft Exchange on premise mailboxes to Microsoft 365 cloud hosted mailboxes. This software was approved by the board last May when we did the migration with VLCM. The backup software the board just approved backs up our on-premise servers and then writes a remote backup into our Wasabi cloud storage. We use to use this software to back up our on-premise Exchange mail servers but now no longer have those. That is why the software has reduced in price because we no longer pay for the application add on to backup local mail servers. -pg. 134- 136

Motion to table item c

(ACTION ITEM) Raven second Larry **Approved/Failed**

- d. Final Approval of Absenteeism Policy – Standalone – pg. 137- 139

(ACTION ITEM) Barbara second Raven **Approved/Failed**

- e. Final Approval of Hiring Authorization and Position Control Policy – Standalone - pg. 140-143

(ACTION ITEM) Barbara second Raven **Approved/Failed**

- f. Presentation of Emergency Services Four Month Retrospective Review by Michal Zanetti-Love -pg. 144-147

- g. Presentation of Public Relations Report by Serena Schwartz - pg. 148-152

h. Approval of Copier and Supply Quote - This is a lease for a copier to be placed in the Jonah building. The 5-year lease is \$245.40 a month, with \$80 a month for maintenance, including service, parts, labor and toner. - pg. 153

NO MOTION

(ACTION ITEM) _____ Approved/Failed

i. Acceptance of quote for a one-time payment of \$3,000 for use of DLA - pg. 154-157

(ACTION ITEM) Raven, second Margene **Approved/Failed**

j. Request to Approve Seasonal Staff for the Summer Program - pg. 158-159

(ACTION ITEM) Raven, second Barbara **Approved/Failed**

k. Clinician Reclassification Request - pg. 160-161

(ACTION ITEM) Margene, second Larry **Approved/Failed**

l. Prevention Specialist Compensation Adjustment - pg. 162-164

Motion to make compensation in adjustment tentatively to begin July 1, 2026

(ACTION ITEM) Margene, second Raven **Approved/Failed**

m. Approval of Sweetwater County Budget Request FY27 - pg. 165-171

(ACTION ITEM) Raven, second Kristy **Approved/Failed**

IX. Interim Director's Report - pg. 172 -175

Over the past month, I have continued working closely with the management team to identify gaps and focus on key areas of staffing needs as well as grants. I have also remained actively engaged with Board Committees as we continue to move forward with reorganization efforts.

Since the last Board meeting, several important initiatives and developments have taken place:

- The Town Hall meetings were held. Productive conversations came about from these groups.*
- We are making steady progress toward utilizing the Jonah facility. The facility will be utilized for the Women's TC program.*

Looking ahead, Southwest Counseling Service will once again offer its Children's Therapeutic Summer Program, running from June 15 through August 6. This program provides a valuable opportunity for youth to build communication and leadership skills, strengthen coping strategies, and develop healthy social connections in a supportive environment.

I continue to collaborate with Behavioral Health Center directors and CEOs across the state, serving in the Officer position of Treasurer. We are currently navigating several changes in state-directed reporting, which will require updates to data specifications and reporting processes in the coming months.

Work continues with Mr. Drazdowski grant opportunities. The Zero Suicide Grant and the AOT grant have been submitted.

Town Hall Meeting Summary

Overview: *Three in-person Town Hall meetings were held across the Foothill and College Hill facilities at Southwest Counseling Service (SCS). Sessions were co-facilitated by Melissa Wray-Marchetti, Interim Director, and Aaron Ray, Development Specialist with Ethos Leadership Group (Ethos). The purpose of these meetings was to provide an overview of employee engagement and wellness survey results and provide space for employees to ask questions*

Core Content: *Key Themes from the meetings are outlined below*

Validation of employee feedback from survey:

- *Employees' feedback supported the findings shared in the survey. Key themes included the need to strengthen trust in leadership, improve transparency and communication, increase employees' sense of being valued beyond direct supervisors and coworkers, and enhance optimism about the agency's future. Employees also emphasized the importance of continued opportunities to provide input and clearer communication on how and why decisions are made at all levels. Appreciation for the Town Hall format as a space for dialogue was also noted by multiple employees.*

Context for reduced employee optimism regarding SCS' future:

- *A primary driver of reduced optimism regarding SCS' future is uncertainty about the timeline for hiring a Director. Employees indicated that regular Board updates, including process status and a general timeline, would improve confidence and stability*

Board engagement:

- *Feedback highlighted a need for greater clarity on the Board's role and stronger communication. Employees expressed a desire for clearer rationale behind Board decisions and greater transparency in decision making*

Ethos' Recommendation: *Town Hall feedback reinforces the ancillary recommendation made by Ethos in the Employee Engagement and Wellness Survey Report. SCS may consider developing a time-bound Transparency and Stability Plan to strengthen communication and*

restore confidence in the agency's direction. Key elements may include: clear communication pathways across leadership levels; consistent, visible updates on priorities and decisions (including the hiring process for the next SCS Director); structured opportunities for two-way dialogue; and a focused set of short-term priorities to reinforce stability and forward momentum.

X. Executive Session for instructing negotiations, deliberating on contracts, personnel matter and all other matters considered confidential by law.

XI. Executive Session

(ACTION ITEM) Margene, second Raven **Approved/Failed**

Exit Executive Session

(ACTION ITEM) Kristy second Margene **Approved/Failed**

To Resume Normal Meeting

(ACTION ITEM) Raven second Larry **Approved/Failed**

Action Items from Executive Session

XII. Adjournment- 9:31pm

(ACTION

Kristy, second by Raven **Approved/Failed**

Respectfully Submitted,

Kori Rossetti

Special Board Meeting Minutes

April 17, 2026

Minutes for
Southwest Counseling
Board Of Director Meeting
Held April 17, 2026

I. Meeting Called to Order by Kayleen Logan @ 12:00

Attending: Kayleen Logan, Barbara Sowada, Kristy Kauppi, Kori Rossetti, Margene Chew and Larry Demshar

II. Declare Quorum by Kayleen Logan

III. Approval of Agenda

(ACTION ITEM) Barbara, second Margene Motion **Approved/Failed**

IV. Presentation of the Community Needs Assessment conducted by Third Horizon.

V. Public and Board Comments/Questions- all members of the public who wish to speak at the meeting will be given three minutes of time to address the board

VI. Executive Session for instructing negotiations, deliberating on contracts, personnel matter and all other matters considered confidential by law.

(ACTION ITEM) Barbara, second Kristy **Approved/Failed**

VII. Exit Executive Session

(ACTION ITEM) Barbara second Margene **Approved/Failed**

VIII. To Resume Normal Meeting

(ACTION ITEM) Barbara second Margene **Approved/Failed**

IX. Action Items from Executive Session

Motion to approve contract as presented and to authorize Kayleen Logan to sign
(ACTION ITEM) Kristy second Kori **Approved/Failed**

X. XII. Adjournment- 2:12pm

(ACTION ITEM) Kristy, second by Margene **Approved/Failed**
Motion passed

Motion passed.

Respectfully Submitted,

Kori Rossetti

Treasurer's Report

Accounts Receivable Write-Off Request
Self Pay Balances under \$25
April-26

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 \$ -

Presented for Approval on May 27, 2026

Accounts Receivable Write-Off Request
Self Pay Balances over \$25
April-26

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
1338	\$ 247.50	Deceased
Total	\$ 247.50	

Presented for Approval on May 27, 2026

**Accounts Receivable Write-Off Request
Bankruptcy Discharged
April-26**

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
919843	456.00	Bankruptcy Discharged 4/2026
22404	61.25	

Total \$ 517.25

Presented for Approval on May 27, 2026

Southwest Counseling Service
Balance Sheet
As of April 30, 2026

ASSETS

Current Assets

Checking/Savings

1020 - General Operating Account	184,430.23
1031 - Commerce Bank- Cash Reserve	140,127.86
1035 - RSNB Operating Checking Acct	803,260.74

Total Checking/Savings 1,127,818.83

Total Current Assets 1,127,818.83

TOTAL ASSETS 1,127,818.83

LIABILITIES & EQUITY

Equity

32000 - Unrestricted Net Assets	1,324,319.47
Net Income	<u>-196,500.64</u>

Total Equity 1,127,818.83

TOTAL LIABILITIES & EQUITY 1,127,818.83

The Balance Sheet provides the assets and liabilities for the specific point in time of April 30, 2026. The cash assets total \$1,127,818.83. The previous month's total cash was \$540,599.46, an increase in the amount of \$587,219.37 from the previous month. The year to date expenditures through April 30, 2026 total \$14,206,781.50. The average cost per day of operations for the month of April 2026 is \$46,732.83. Liabilities as of April 2026 total \$0. Based upon all cash balances, SCS is currently at 24 days of cash on hand. For March 2026, SCS was at 12 days cash on hand.

FY 2026 Accounts Receivable Report										
Apr-26						AR by Days Aging				
	Beginning Balance	Charges	Payments	Adjustments	Ending Balance	0	30	60	90	120
Self Pay	\$ 140,686.30	\$ 31,463.49	\$ (33,043.83)	\$ 1,580.34	\$ 136,723.00	\$ 18,548.61	\$ 8,319.40	\$ 8,571.07	\$ 3,201.13	\$ 98,082.79
Insurance	190,959.29	108,000.10	(37,679.23)	(70,320.87)	176,723.41	100,785.00	41,422.84	6,324.73	4,789.90	23,400.94
Medicaid	74,815.92	46,759.69	(55,132.94)	8,373.25	60,213.98	42,230.82	6,579.77	2,232.67	656.74	8,513.98
Medicare	27,579.22	47,039.79	(5,380.37)	(41,659.42)	25,579.33	12,510.00	2,422.57	526.17	1,842.57	8,278.02
EAP	10,708.16	4,506.33	(703.33)	(3,803.00)	13,498.66	4,506.33	4,456.33	3,223.00	1,313.00	-
Client Contracts	89,742.78	15,862.73	(61,164.17)	45,301.44	27,961.62	10,040.75	10,519.22	654.62	-	6,747.03
Collection	1,141,283.53	6,589.47	(525.92)	(6,063.55)	1,145,542.32	-	217.00	325.00	571.93	1,141,217.87
State Contracts	689,123.03	758,810.22	(1,769,744.56)	1,010,934.34	650,100.18	407,369.47	135,407.78	20,255.73	4,975.99	82,091.21
Cancellation/No Show	15,838.69	830.00	(270.00)	(560.00)	16,409.46	800.00	650.00	510.00	554.00	13,895.46
Total	\$ 534,491.67				\$ 440,700.00	\$ 188,621.51	\$ 73,720.13	\$ 21,532.26	\$ 11,803.34	\$ 145,022.76

Mar-26						AR by Days Aging				
	Beginning Balance	Charges	Payments	Adjustments	Ending Balance	0	30	60	90	120
Self Pay	\$ 135,796.72	\$ 34,546.08	\$ (32,941.31)	\$ (1,604.77)	\$ 140,686.30	\$ 32,869.99	\$ 19,930.16	\$ 14,246.58	\$ 8,006.10	\$ 65,633.47
Insurance	216,273.80	111,190.55	(58,246.98)	(52,943.57)	190,959.29	110,611.03	35,974.55	19,086.42	5,276.53	20,010.76
Medicaid	94,294.62	46,092.93	(56,495.10)	10,402.17	74,815.92	67,162.43	5,074.48	5,356.59	1,472.22	(4,249.80)
Medicare	25,538.31	15,132.48	(4,729.53)	(10,402.95)	27,579.22	8,572.57	8,886.65	2,080.00	720.00	7,320.00
EAP	10,280.66	5,318.83	(1,831.33)	(3,487.50)	10,708.16	7,305.66	2,942.50	-	460.00	-
Client Contracts	80,211.51	16,927.96	(6,128.82)	(10,799.14)	89,742.78	4,249.88	6,761.44	402.40	70,064.54	8,264.52
Collection	1,137,211.09	3,576.52	(857.01)	(2,719.51)	1,141,283.53	4,842.11	625.25	546.29	13,821.95	1,121,447.93
State Contracts	564,996.96	658,195.78	(733,418.12)	75,222.34	689,123.03	394,084.58	85,231.96	37,583.59	20,021.41	152,201.49
Cancellation/No Show	15,306.72	760.00	(213.96)	(546.04)	15,838.69	572.64	976.00	502.75	407.00	13,380.30
Total	\$ 562,395.62				\$ 534,491.67	\$ 230,771.56	\$ 79,569.78	\$ 41,171.99	\$ 85,999.39	\$ 96,978.95

Changes from Previous Month					
	Charges	Payments	Adjustments	Ending Balance	
Self Pay	\$ (3,082.59)	\$ (102.52)	\$ 3,185.11	\$ (3,963.30)	
Insurance	\$ (3,190.45)	\$ 20,567.75	\$ (17,377.30)	\$ (14,235.88)	
Medicaid	\$ 666.76	\$ 1,362.16	\$ (2,028.92)	\$ (14,601.94)	
Medicare	\$ 31,907.31	\$ (650.84)	\$ (31,256.47)	\$ (1,999.89)	
EAP	\$ (812.50)	\$ 1,128.00	\$ (315.50)	\$ 2,790.50	
Client Contracts	\$ (1,065.23)	\$ (55,035.35)	\$ 56,100.58	\$ (61,781.16)	
Amount Increase/Decrease	\$ 24,423.30	\$ (32,730.80)	\$ 8,307.50	\$ (93,791.67)	

The total outstanding balance for amounts owed to Southwest Counseling Service for April 2026 total \$440,700. The receivables decreased from the previous month due to higher payments in Client Contract payments. The total receivables excludes Collection, State Contracts, and Cancellation/No show fees.

Southwest Counseling Service

83%

Revenues FY26

State Contracts	FY26 Budget	Apr-26	% Month	YTD	%YTD	Difference
Outpatient Services						
MH - Outpatient	\$ 1,038,642.78	\$ 231,681.94	22%	\$ 1,279,789.20	123%	\$ 241,146.42
MH - CARF	14,015.00	2,383.40	17%	10,697.47	76%	(3,317.53)
MH- Direct Care Salaries	182,343.00	31,009.38	17%	228,088.60	125%	45,745.60
MH- Emergency Services	29,218.00	5,115.87	18%	21,193.19	73%	(8,024.81)
MH- Regional Med. Management	133,729.00	22,742.05	17%	74,841.64	56%	(58,887.36)
MH- Regional Nursing Support	41,291.00	7,021.97	17%	24,910.32	60%	(16,380.68)
MH- Regional Early Intervention	53,302.00	9,064.57	17%	32,475.68	61%	(20,826.32)
MH- ESMI	62,387.73	6,437.59	10%	57,057.70	91%	(5,330.03)
MH- Jail Based Services	50,000.00	13,898.51	28%	51,424.04	103%	1,424.04
SA - Outpatient	606,870.00	92,703.93	15%	557,904.30	92%	(48,965.70)
SA- Direct Care Salaries	313,899.00	32,146.50	10%	207,857.86	66%	(106,041.14)
SA - CARF	6,100.00	133.09	2%	3,033.56	50%	(3,066.44)
SA - HB 308	454,450.00	46,712.06	10%	262,797.89	58%	(191,652.11)
MH & SA- Peer Specialist	90,000.00	12,084.25	13%	60,176.51	67%	(29,823.49)
CCRS	208,800.00	35,508.68	17%	159,374.58	76%	(49,425.42)
MH - LT Group Home -Sweetwater	632,675.31	85,432.18	14%	498,504.95	79%	(134,170.36)
MH - LT Group Home - Uinta	517,643.44	54,795.33	11%	658,244.51	127%	140,601.07
SOR- Medication Assisted Treatment	483,000.00	67,298.59	14%	679,984.48	141%	196,984.48
MH Crisis Intervention/Sub-Acute Residential	367,046.00	25,300.00	7%	217,350.00	59%	(149,696.00)
CCBHC						
CCBHC	1,500,000.00	259,848.74	17%	819,512.12	55%	(680,487.88)
Regional Services - MH						
MH- Transitional Grp - Sweetwater	438,588.46	59,304.69	14%	432,871.38	99%	(5,717.08)
MH - SIP- Sweetwater	155,302.06	23,586.01	15%	156,450.36	101%	1,148.30
MH- SIP- Uinta County	207,069.41	27,978.13	14%	312,678.96	151%	105,609.55
MH- Transitional Grp - Uinta	389,856.40	46,832.06	12%	560,625.96	144%	170,769.56
MH -Sub-Acute Crisis Residential	397,917.00	49,320.83	12%	320,598.38	81%	(77,318.62)
MH -Sub-Acute Crisis Residential Uinta	79,583.00	12,536.00	16%	200,599.41	252%	121,016.41
Regional Services - SA						
SA - Residential	2,241,069.28	317,776.34	14%	2,191,196.06	98%	(49,873.22)
SA- Residential Women and Children	703,347.15	65,318.16	9%	417,372.61	59%	(285,974.54)
SA- Transitional (SL)	199,290.49	34,771.57	17%	243,074.84	122%	43,784.35
SA- Detox	136,417.08	11,053.25	8%	104,557.85	77%	(31,859.23)
SA- MAT Detox Residential	75,313.00	40,810.00	54%	154,707.00	205%	79,394.00
Quality of Life						
MH - Quality of Life	102,730.00	4,290.00	4%	83,248.66	81%	(19,481.34)
SA- Quality of Life	23,680.00	4,018.76	17%	29,047.76	123%	5,367.76
General Funds						
County	600,000.00	50,000.00	8%	580,000.00	97%	(20,000.00)
Client Fees	370,000.00	20,024.63	5%	181,844.44	49%	(188,155.56)
Insurance	631,305.00	37,679.23	6%	566,751.19	90%	(64,553.81)
Medicaid	557,825.00	57,823.31	10%	368,696.40	66%	(189,128.60)
Medicare	44,325.00	5,380.37	12%	54,484.31	123%	10,159.31
EAP	61,375.00	703.33	1%	21,033.32	34%	(40,341.68)
DFS	5,000.00	-	0%	-	0%	(5,000.00)
DVR/DDS	2,000.00	-	0%	706.50	35%	(1,293.50)
Medical Service Fees	112,000.00	1,690.43	2%	45,247.14	40%	(66,752.86)
Food Stamps	99,520.00	5,862.67	6%	55,942.33	56%	(43,577.67)
Grants and Contracts						
General Contracts	110,500.00	383.50	0%	17,287.48	16%	(93,212.52)
Treatment Court	82,800.00	55,200.00	67%	89,701.50	108%	6,901.50
Federal Probation	4,000.00	-	0%	-	0%	(4,000.00)
County Prevention	243,229.00	32,864.52	14%	180,306.71	74%	(62,922.29)
ARPA Capital Construction	387,310.00	-	0%	628,437.20	162%	241,127.20
Miscellaneous Funds						
Reserve	1,000,000.00	-	0%	1,000,000.00	100%	-
Interest Earned	22,000.00	870.51	4%	10,665.58	48%	(11,334.42)
Commissary Funds	5,700.00	313.75	6%	4,357.80	76%	(1,342.20)
Miscellaneous	15,000.00	6,820.18	45%	92,571.13	617%	77,571.13
Total Revenues	\$ 15,289,464.59	\$ 2,014,530.86	13%	\$ 15,010,280.86	98%	\$ (279,183.73)
Total Revenue excluding carryover	\$ 16,289,464.59			\$ 14,010,280.86	86%	

**Southwest Counseling Service
Expenditures FY26**

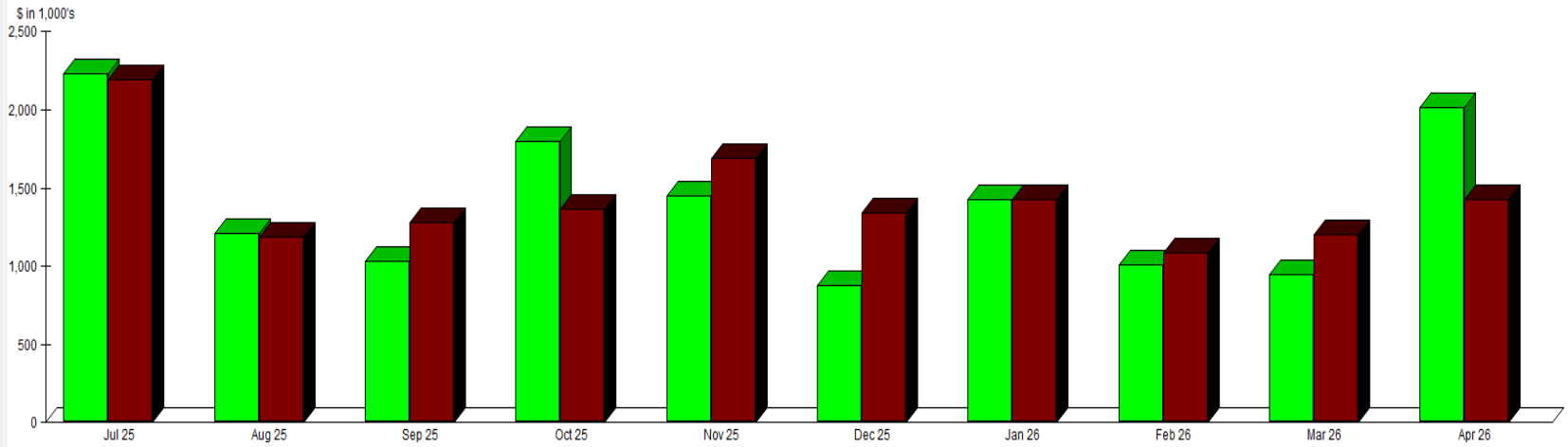
83%

Personnel	FY26 Budget	Apr-26	% Month	YTD	%YTD	Difference
Salaries	\$ 7,615,596.36	\$ 597,134.54	8%	\$ 5,879,469.57	77%	(1,736,126.79)
FICA	582,600.00	43,105.67	7%	422,882.99	73%	(159,717.01)
Wyoming Retirement	1,418,025.00	108,235.73	8%	1,053,608.08	74%	(364,416.92)
Health Insurance	2,337,134.00	194,279.84	8%	1,924,725.15	82%	(412,408.85)
Life Insurance	45,700.00	3,802.57	8%	38,788.33	85%	(6,911.67)
Worker's Compensation	59,000.00	6,146.77	10%	46,007.16	78%	(12,992.84)
Unemployment	32,500.00	8,052.39	25%	21,907.75	67%	(10,592.25)
Wellness	13,580.00	496.60	4%	5,195.20	38%	(8,384.80)
Background Check	11,010.00	366.95	3%	6,016.52	55%	(4,993.48)
Contracts	513,000.00	59,739.29	12%	593,599.40	116%	80,599.40
Contract- Transitional Grp - Uinta	389,856.40	29,619.09	8%	355,873.93	91%	(33,982.47)
Contract - SIP Uinta County	207,069.41	14,308.70	7%	226,981.73	110%	19,912.32
Contract - Sub-Acute Crisis Stabilization	79,583.00	27,143.90	34%	136,776.13	172%	57,193.13
Contract - LT Group Home - Uinta	517,643.44	18,149.56	4%	391,078.94	76%	(126,564.50)
Consultation	10,000.00	-	0%	12,396.50	124%	2,396.50
Recruitment	5,000.00	218.31	4%	4,793.16	96%	(206.84)
Travel/Vehicle Expenses						
Travel-Mileage Reimbursement	12,000.00	857.43	7%	11,158.61	93%	(841.39)
Vehicle Fuel	18,000.00	1,235.83	7%	13,417.66	75%	(4,582.34)
Vehicle Maintenance	16,000.00	1,674.75	10%	24,459.19	153%	8,459.19
Conference and Seminar Travel	15,000.00	-	0%	13,787.74	92%	(1,212.26)
Training	30,000.00	614.00	2%	12,920.63	43%	(17,079.37)
Operating						
Supplies	120,748.00	10,598.21	9%	95,644.65	79%	(25,103.35)
Food	235,295.00	22,212.22	9%	201,933.07	86%	(33,361.93)
Rent	150,465.00	12,676.00	8%	127,388.64	85%	(23,076.36)
Utilities	192,454.00	17,605.56	9%	180,973.75	94%	(11,480.25)
Insurance- G&P/ Vehicles	135,000.00	32,843.63	24%	164,631.78	122%	29,631.78
Advertising	35,500.00	3,746.00	11%	46,326.52	130%	10,826.52
Books/Magazines/Video	4,000.00	33.99	1%	4,874.40	122%	874.40
Client/Insurance Refund	3,000.00	92.42	3%	1,246.27	42%	(1,753.73)
Computer Hardware	3,000.00	-	0%	28,252.33	942%	25,252.33
Computer Software	205,505.00	3,269.34	2%	357,787.95	174%	152,282.95
Computer Maintenance	10,000.00	187.50	2%	4,184.35	42%	(5,815.65)
Computer Communication	35,000.00	3,362.20	10%	38,783.15	111%	3,783.15
Equipment	50,000.00	-	0%	7,350.03	15%	(42,649.97)
Leased Equipment	50,000.00	4,816.00	10%	43,259.37	87%	(6,740.63)
Maintenance	96,000.00	6,031.03	6%	55,319.82	58%	(40,680.18)
Postage	10,000.00	602.18	6%	6,822.39	68%	(3,177.61)
Cleaning Supplies	13,375.00	423.76	3%	10,988.31	82%	(2,386.69)
Telephone	74,000.00	5,027.29	7%	106,217.61	144%	32,217.61
Testing and Materials	6,000.00	-	0%	4,974.01	83%	(1,025.99)
Drug Testing	25,000.00	3,439.69	14%	20,118.06	80%	(4,881.94)
Client Medical	65,000.00	16,582.00	26%	45,825.50	71%	(19,174.50)
Client Rx	20,000.00	7,922.21	40%	75,768.66	379%	55,768.66
APRN Medical Lab Fees	15,000.00	651.90	4%	10,570.88	70%	(4,429.12)
Recreation	3,850.00	350.74	9%	2,454.48	64%	(1,395.52)
Membership Dues	30,000.00	50.00	0%	36,210.99	121%	6,210.99
Collection Agency	2,000.00	-	0%	18.60	1%	(1,981.40)
CARF	3,000.00	-	0%	334.96	11%	(2,665.04)
MH Quality of Life						
Medical	60,530.00	3,411.50	6%	37,093.67	61%	(23,436.33)
Emergency Subsistence	6,700.00	188.22	3%	4,161.93	62%	(2,538.07)
RX	15,000.00	2,296.62	15%	18,344.32	122%	3,344.32
Housing	5,100.00	4,927.69	97%	8,785.79	172%	3,685.79
Transportation	15,400.00	39,946.23	259%	41,716.16	271%	26,316.16
Regional Quality of Life						
Regional Quality of Life	23,680.00	2,518.46	11%	18,342.58	77%	(5,337.42)
Miscellaneous Expenses						
Finance Charge	2,000.00	-	0%	79.93	4%	(1,920.07)
Credit Card Fees	20,000.00	770.61	4%	8,652.49	43%	(11,347.51)
Other Expenses	32,255.00	1,421.75	4%	18,852.65	58%	(13,402.35)

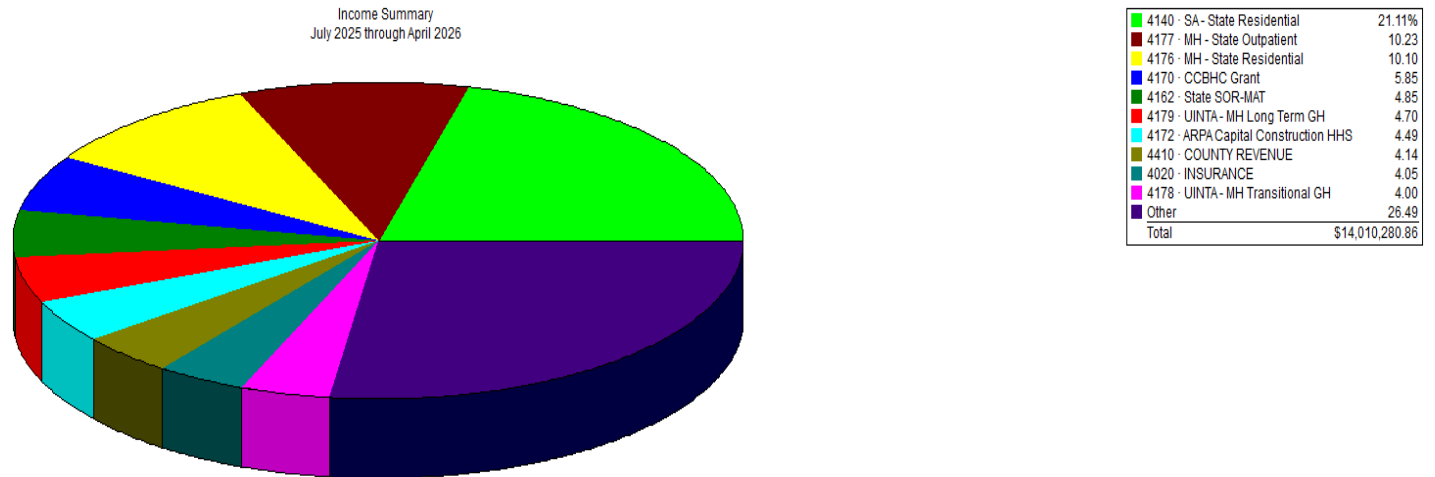
Debt Service/Capital Maintenance						
Capital	200,000.00	-	0%	36,630.20	18%	(163,369.80)
ARPA Funding Capital Projects	387,310.00	104,124.62	27%	1,140,016.88	294%	752,706.88
Total Expenses	\$ 16,289,464.61	\$ 1,427,311.49	9%	\$ 14,206,781.50	87%	(2,082,683.11)

Income and Expense by Month
July 2025 through April 2026

Income
Expense

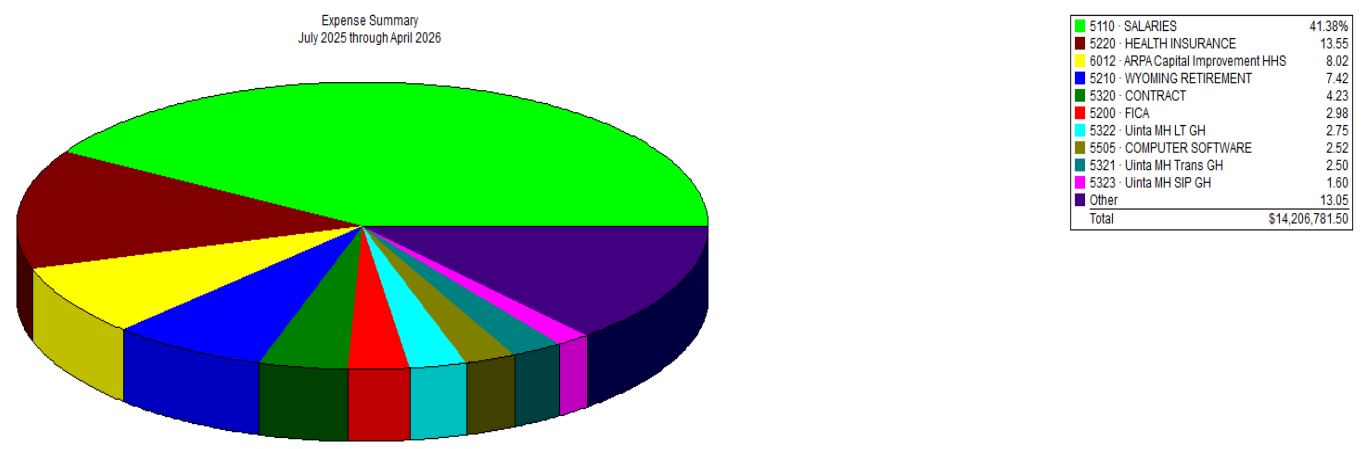
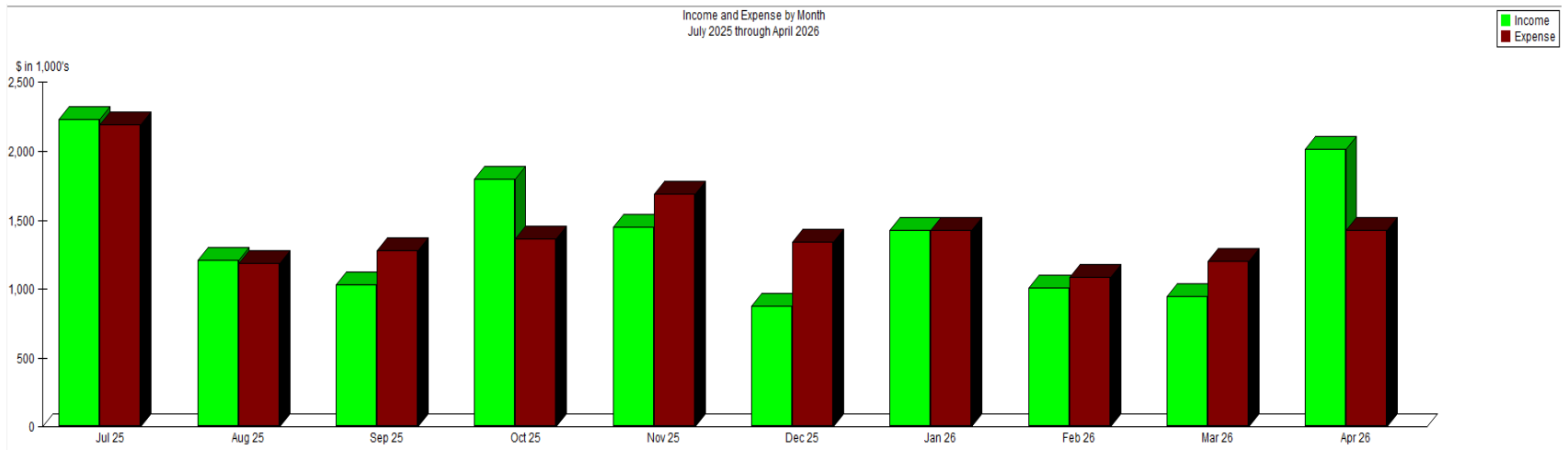


Income Summary
July 2025 through April 2026



By Account

Show on Pie Chart: Income Expense



By Account

Show on Pie Chart: Income Expense

**Southwest Counseling Service
May 2026 Check Register**

Check No.	Vendor	Program	Check Amt.	Description
ACH - 1082	Wal-Mart	Admin, Century, Duran, WAP, Continental, Independence, Transitions, Bridges, Medical	13,328.27	Food; Cleaning supplies; Commissary Items; EZ Clean Qty: 1; Pillows Qty:4; Box Fans Qty: 2, Masking Tape Qty: 2, Pillows Qty: 4, Washcloth Qty: 2, Bath towel Qty: 6; Spin Mop Qty: 1; Heaters Qty: 3, Heating blankets Qty: 2; 2019 Chevy Van, Vin # 367222, Wiper Blades Qty: 2, 2005 Dodge Durango, Vin# 524218, Wiper Blades Qty: 2, 2005 Dodge Durango, Vin# 524218, Battery (key fob) Qty: 1; Tampons Qty: 4; TC Mart Supplies for clients; Therapeutic Items, Baby Doll Qty: 1, Play Doh Grill and Stamp Set Qty: 1, Play Doh Qty: 1, Lego Building Blocks Qty: 1; Spoons Qty: 8, Forks Qty: 8; Nicotine Patch Qty: 19, Nicotine Gum Qty: 6, Nicotine Lozenge Qty: 3 covered under the Prevention Grant; Kinetic Sand Qty: 1; Sand Tray Qty: 1; Tower Fan Qty: 1;
ACH - 1083	WEX Bank	Continental, Independence, Transitions, WAP, Duran, TC, Century, Admin., Bridges, Crisis, Crisis Continuum, Detox, Prevention	1,906.91	RSNB ACH - Fuel for SCS vehicles
ACH - 1084	Farmers Brothers	Bridges	193.38	Decaf House Blend Coffee, Qty: 3
ACH - 1085	Farmers Brothers	TC, Recovery	753.18	House Blend Coffee, Qty: 3; Decaf House Blend Coffee, Qty: 3

**Southwest Counseling Service
May 2026 Check Register**

ACH - 1086	First Bankcard	QOL, Admin, Mental Health, Recovery, 4 SOR-MAT, TC, Century, Duran, WAP, Crisis, Detox	12,299.90	Client RX; Client Rx, health and medical, emergency subsistence and transportation covered under QOL grant; Room for CPR/First Aid Training, PESI Training: Complete IFS Therapy Immersion: Integrating the Internal Family Systems - Elisa Robbins, PESI Training: Attachment Trauma Treatment Specialist Certificate: Clinical Skills to Repair Anxious, Disorganized and Avoidant Attachment Styles - Elisa Robbins; Subscription to QODBC Driver for Quickbooks 03/27/26-3/26/27, Leviton Cat 5 QuickPort Connector, Qty: 6, Disney+ annual subscription, HP LaserJet Enterprise M507dn Laser Printer; Casper Star Monthly Subscription; Unlimited CEU's for Education for the agency; Food for
ACH - 1087	Philadelphia Insurance Companies	Admin	16,495.64	Monthly installment 5 of 9 for Cyber liability, Substance Abuse-Rehabilitations Facilities Umb, Flexi Plus Five, and Substance Abuse Rehabilitation Facilities Package for 11/18/25 - 26
ACH - 1088	CenturyLink Business Services - Lumen	Mental Health	2,455.99	Business IP, data, and voice service
ACH - 1089	Century Link	TC, Recovery	133.54	Monthly telephone service
ACH - 1090	Century Link	Bridges, Medical	80.46	Monthly telephone service, reissued payment due to vendor not receiving previously mailed payment

**Southwest Counseling Service
May 2026 Check Register**

ACH - 1091	Century Link	TC, Recovery	197.94	Monthly telephone service, reissued payment due to vendor not receiving previously mailed payment
ACH - 1092	Century Link	Mental Health	65.98	Monthly telephone service, reissued payment due to vendor not receiving previously mailed payment
ACH - 1093	Pitney Bowes Purchase Power	TC, Recovery	500.00	Meter refill- SN-0378038
ACH - 1094	Century Link	Mental Health	66.77	Monthly telephone service
ACH - 1095	Century Link	Bridges, Medical	83.78	Monthly telephone service
ACH - 1096	Century Link	TC, Recovery	200.31	Monthly telephone service
ACH - 1097	CenturyLink Business Services - Lumen	TC, Recovery, Mental Health, Bridges, Medical	3,146.65	Business IP, data, and voice service
ACH - 1098	RMP- Rocky Mountain Power	Child & Adol.	76.51	Monthly energy and power readings
ACH - 1099	RMP- Rocky Mountain Power	Bridges, Medical	259.86	Monthly energy and power readings
ACH - 1100	RMP- Rocky Mountain Power	Duran, WAP	427.04	Monthly energy and power readings
ACH - 1101	RMP- Rocky Mountain Power	Mental Health	1,102.81	Monthly energy and power readings
ACH - 1102	RMP- Rocky Mountain Power	Transitions	146.00	Monthly energy and power readings
ACH - 1103	RMP- Rocky Mountain Power	Sober Living, SIP	863.96	Monthly energy and power readings
ACH - 1104	RMP- Rocky Mountain Power	Continental	201.58	Monthly energy and power readings
ACH - 1105	RMP- Rocky Mountain Power	Crisis, Crisis Continuum, Detox	257.48	Monthly energy and power readings
ACH - 1106	RMP- Rocky Mountain Power	Independence	219.61	Monthly energy and power readings
ACH - 1107	RMP- Rocky Mountain Power	Bridges, Medical	359.45	Monthly energy and power readings
ACH - 1108	RMP- Rocky Mountain Power	TC, Recovery	3,019.83	Monthly energy and power readings
ACH - 1109	Enbridge Gas	SIP, Sober Living, Continental	484.54	Monthly gas service
ACH - 1110	Enbridge Gas	SIP	175.38	Monthly gas service
ACH - 1111	Enbridge Gas	Duran	141.10	Monthly gas service
ACH - 1112	Enbridge Gas	Bridges, Medical	128.84	Monthly gas service
ACH - 1113	Enbridge Gas	Crisis, Detox	78.88	Monthly gas service
ACH - 1114	Enbridge Gas	Transitions	80.62	Monthly gas service
ACH - 1115	Enbridge Gas	TC, Recovery	579.54	Monthly gas service
ACH - 1116	Enbridge Gas	Sober Living	52.58	Monthly gas service
ACH - 1117	Enbridge Gas	Century	190.68	Monthly gas service
ACH - 1118	Enbridge Gas	Independence	76.01	Monthly gas service
ACH - 1119	Enbridge Gas	WAP	168.43	Monthly gas service
ACH - 1120	Enbridge Gas	Mental Health	484.11	Monthly gas service

**Southwest Counseling Service
May 2026 Check Register**

ACH - 1121	Enbridge Gas	Child & Adol.	232.60	Monthly gas service
ACH - 1122	Enbridge Gas	Admin	362.99	Monthly gas service
ACH - 1123	Enbridge Gas	Admin	57.58	Monthly gas service
ACH - 1124	U.S. Bank	TC, Recovery	1,474.49	Leased copy/printers
ACH - 1125	Wal-Mart	Prevention, Century, Duran, WAP, Transitions, Independence, Continental, Crisis, Detox, Child & Adol	5,974.84	Food, supplies and cleaning supplies for the houses; Nicotine Loz 4 mg Qty: 8, Nicotine
120683	AdTel International, Inc	Mental Health, TC	915.00	Software & Support License, Qty: 1; Software & Support Additional Loc., Qty: 2; Full Time Monthly Provider, qty: 12; Part Time Monthly Provider, Qty: 4; Surveys, qty: 1; 10 DLC Monthly Compliance, Qty: 1
120684	Amazon	Crisis, Detox, Independence, Continental, Century, Duran, TC, Recovery, WAP, Prevention, Mental Health	2,089.97	Supplies for houses Trifolds Qty: 6, C Batteries Qty: 1; Bluetooth Mini Projector Qty: 1, Projector Screen
120685	Dell Marketing, L.P.	Prevention	4,048.44	Dell Pro 16 Plus Laptop Qty 2, Dell Mobile Pro Wireless Mouse Qty: 2, covered under the Prevention Grant
120686	Copier & Supply Company, Inc.	Admin., Bridges, Medical, Mental Health, TC, Recovery	2,223.56	Contract base rate charges for SAVIN/MP copiers
120687	FB McFadden Wholesale Co.	Crisis, Detox, Bridges, Transitions, Independence, Continental, Century, Duran, TC, WAP	392.25	Toilet Paper Qty: 3, Paper Towels Qty: 3; Tri-fold Paper Towels Qty: 3
120688	Home Depot Credit Services	Sober Living	537.00	GE 4.0 Top Load Washer Qty: 1
120689	LocumTenens	Psychiatric	10,561.96	Services rendered 4/06/26-04/09/26, 04/13/26-04/16/26
120690	McKesson Medical-Surgical, Inc.	Medical	482.02	Bandage Qty: 1, Collection Tube Qty: 1, Lancet Qty: 1; PPD Aplisol Qty: 2
120691	Nicholas & Company	Century, Duran, WAP, Bridges	3,587.01	Food and Paper Goods for residential clients
120692	Pain Care Center	4-SOR-MAT	5,547.80	MAT services for clients. Paid for by MAT grant.
120693	Redwood Toxicology Laboratory, Inc.	Recovery	1,791.12	iCup Qty: 250 @ \$6.75 each

**Southwest Counseling Service
May 2026 Check Register**

120694	Top-Tech Auto Services	Bridges	72.74	Labor and Parts, Oil Change in 2018 Chevy Equinox Vin # 8550
120695	Verizon Wireless	Mental Health, Admin., Child & Adol., Recovery, TC, Bridges, Medical, Emergency, Independence, Duran, WAP, Continental, Transitions	840.84	Residential homes, agency phones, and notebook line access monthly charges- 03/16-04/15/26
120696	Western Star Communications LLC	Mental Health, TC	308.00	Business answering service and transaction usage
120697	White Mountain Water & Sewer District	WAP, Duran	316.60	Water and sewer reading from 03/16/26-04/15/26
120698	Wyolectric, Inc	Admin	800.00	Labor for Jonah Building, Terminated Cat 5 end on 17 wires for patch, pulled wires down in IT room to Boxes in 3 rooms, Terminate end on 7 Drops and installed.
120699	Wyo Waste	Century, TC, Recovery, Mental Health, Duran, Wap, Bridges, Medical, Child and Adol	1,761.47	Waste Collection - 05/01/26-05/31/26
120700	Smiths	4-SOR-MAT, QOL, SA-QOL, Century, Duran, WAP	8,251.04	Client Rx covered under MAT grant; client Rx covered under QOL grant; Motrin Infant Drops Qty: 1; Fix-a-dent Qty: 3; Boogie Mist Qty: 2; Tylenol Infant Qty: 2; Soda for clients helping with move Qty: 7
12701	Petty Cash	QOL, Transitions, Continental, Independence, Admin., 4- Sor mat	647.01	Food and recreation for Ankeny clients; client transportation covered under QOL grant; Transportation covered under Recovery Supports, Admin fee to transfer plates from totaled vehicle to new vehicle.
120702	All West Communications	Continental, Mental Health, WAP, Century, Sober Living, TC, Recovery, Transitions, Crisis, Detox, Independence; Child & Adol.	3,362.20	Business internet service 05/01/26-05/31/26
120703	Altitude Analysis	Admin	255.00	Background testing for potential employees

**Southwest Counseling Service
May 2026 Check Register**

120704	WS Construction LLC	Admin	60,026.45	Final Payment Ankeny Modular Upgrades
120705	Aspen Construction	TC, Recovery, Medical, Bridges, Mental Health, Child & Adol, Transitions, Duran, Century, WAP, Independence, Continental, Crisis, Detox	3,400.00	Power Rake and Fertilize lawns, Spray weeds at each location.
120706	FCC BSA Troop 4	Mental Health, Recovery	200.00	2 Renewal Cows for Boy Scout Troop 4 Fundraising Event
120707	Insurance Information Exchange	TC, WAP, Admin, Bridges, Century, Duran, Mental Health, Crisis	388.40	Motor vehicle reports 04/01/26-04/30/26
120708	RS Municipal Utility	Bridges, Medical, TC, Recovery, Century, Transitions, Independence, Continental, Crisis, Detox, Admin., Mental Health, Child & Adol.	3,087.28	Monthly water and sewer readings 03/26/26-04/23/26
120709	Leaf Prior SVC By TimePayment	Bridges, Mental Health	120.00	Monthly water system
120710	Wyoming Department of Health	Medical	942.00	Client Lab fees rendered 04/06/26-04/27/26

**Southwest Counseling Service
May 2026 Check Register**

120711	Top Tech	Child & Adol., Mental Health, Independence	8,162.27	Labor and Parts, Oil Change 2020 Chevrolet Express VIN # 10085; Labor and Parts, Oil Change, Mount and balance 4 tires, change Air Filter on 2011 Chevrolet Impala VIN # 92368; Labor and Parts, 30 Point Inspection, Test Horn, change Serpentine Belt, change Water Pump, install Transmission Lines, install steering gear, install Upper Ball Joints, Recharge A/C on 2004 Dodge Durango VIN # 41373; Labor and Parts, Oil Change 2017 Chevy Express VIN # 00580; Labor and Parts, Oil Change, Wiper Blades replaced and installed, Water Pump/Intake & Valve Cover Gaskets installed, Diagnose Oil Leak in 2008 Chevrolet Impala VIN # 18011; 30 Point Inspection, Labor and Parts, Transmission Oil Cooler Lines/ Pan
120712	All Pro Storage	Admin	90.00	Monthly storage for unit C-3
120713	CDW Government, INC	Child & Adol, Continental, Independence, Mental Health, Transitions, Wap, Duran, Century, TC, Recovery, Bridges, Crisis, Detox	8,550.00	Symantec endpoint protection - subscription license renewal, qty: 190 (Antivirus Software) (3 Year Renewal)
120714	Center Street Service & Towing	TC	85.00	Towed 2007 Mercury Grand Marquis VIN # 30246 back to FH building
120715	Community Centered Consulting, LLC	Admin	4,125.00	April 2026 Grant Writing Services
120716	Decker Glass	TC	289.70	Labor and Parts to replace windshield on the 2004 Dodge Durango VIn # 1373
120717	Eagle Uniform & Supply Co.	TC, Recovery, Mental Health	855.87	Office rugs maintenance

**Southwest Counseling Service
May 2026 Check Register**

120718	Electronic Network System- Optum	Admin	129.78	EDI Claims; Remittance Advice, Debit balance
120719	Ethos Leadership Group LLC	Admin	3,000.00	Professional Services May Contract payment
120720	Green River Star	Admin	260.00	Health & fitness advertisement; Affidavit of Publication regarding Aprils' Board Meeting, Affidavit of Publication regarding the Special Meeting for April; Affidavit of Publication regarding the Agenda for the Special Meeting in April.
120721	High Security Lock and Alarm	TC, Recovery	605.00	Annual Alarm Monitoring FH 06/21/26-06/20/27
120722	Hagemann, Andrew	CCBHC, 4-SOR-MAT	4,830.00	Contractual Project Evaluator for CCBHC grant (Dates rendered 03/23-04/19/26)
120723	Integrated Health Care, Inc	Medical	5,202.80	Yearly Assurance 1 Provider Includes: Updates Medisoft Network Professional, EMR; Medisoft Clinical Zoom Document Scanning Additional Licenses Assurances, Qty:2; Electronic Prescription of Controlled Substance (Per Provider) Annual Fee; Medisoft Clinical Yearly Support through Integrated Health Care in conjunction with Matthaw & Law

**Southwest Counseling Service
May 2026 Check Register**

120724	JME Fire Protection	Continental, TC, Bridges	493.03	Annual inspection of fire extinguisher; Labor and parts to install Advantage Extinguishers in the 2004 Dodge Durango Vin # 1373; Labor and parts to install Advantage Extinguishers in the 2009 Dodge Durango Vin # 0212; Labor and parts to install Advantage Extinguishers in the 2024 Ford Transit Vin # 8407
120725	LocumnTenens	Psychiatric	5,280.98	Services rendered 4/20/26-04/23/26
120726	McKesson Medical Surgical	Medical	135.87	Electrode, EKG Tab Resting Qty: 1
120727	Netsmart Technologies	Admin	7,333.47	Order Connect Full Suite SO 41160 6/1/26-5/31/27 - Solution, Order Connect EPCS SO 41160 6/1/26-5/31/27 - License; Order Connect EPCS SO67113 - 6/1/26-5/31/27 Additional Licenses, Order Connect Full Suite SO67113 - 6/1/26-5/31/27 Additional Prescribers
120728	Nicholas & Company	Century, Duran, WAP, Bridges	4,827.12	Food and paper supplies for clients.
120729	Nuance	Admin	5,400.00	Dragon Professional Anywhere, US Hosted, Term Subscription 4/25/26-4/24/27, Qty: 10
120730	Perfect Clean	Mental Health, TC, Recovery, Bridges, Medical	7,955.00	Cleaning services for 03/16/26-04/15/26
120731	Pioneer Counseling	Admin	95,870.85	MAR Bed Days; MAR Outcomes, MAR 1/11th Payment
120732	Reece, Sidney	Admin	3,565.00	Contractual employee
120733	Redwood Toxicology Laboratory, Inc.	Recovery, WAP, Mental Health, Century, Duran, Crisis, Detox	531.11	Outpatient and inpatient drug testing 04/04/26-4/30/26
120734	Rocky Mountain Air Solutions	Medical	128.70	Industrial Liquid Nitrogen Delivery

**Southwest Counseling Service
May 2026 Check Register**

120735	Royal Flush	Prevention	525.00	Opioids & Other Drugs Strategy: 2: Social Norms Campaign Ads for April
120736	SCS	4-SOR-MAT	1,970.00	Client medical fess covered by MAT grant
120737	SCS	QOL, SA-QOL	5,857.99	Client medical fees covered by QOL grant
120738	Shadow Ridge	Sober Living	5,800.00	June rent for recovery clients
120739	Silver Ridge Village	SIP	7,037.46	June rent; May utilities
120740	SODEXO, INC & Affiliates	Prevention	3,581.58	Food for CIT Training covered under the Prevention grant
120741	SweetwaterNOW	Prevention	2,050.00	Opioids & Other Drugs Strategy: 2: Social Norms Campaign Ads for April
120742	Terminix of Wyoming	Transitions, Duran, Century, WAP, Continental, Crisis, Detox, Independence, Bridges	725.00	Bi-Monthly spraying - Suspend 432-1514
120743	The BI Collaborative	Admin	300.00	BI Platform Modules- Finance & Azure monthly subscription
120744	Third Horizon Strategies, LLC	CCBHC	18,000.00	Contract effectuation fee - CCBHC Year 4 Community Needs
120745	Uline	Mental Health, TC, Recovery, Bridges, Medical	566.91	Antibacterial Foam Soap Qty: 32
120746	University of Utah Medical Center - Psych	Psychiatric	10,068.75	Services rendered from 4/4/26-4/29/26
120747	WyoRadio	Prevention	1,055.00	Opioids & Other Drugs Strategy: 2: Social Norms Campaign Ads for April
120748	Beutel, Holly	Admin	26.39	Employee reimbursements
120749	Bramwell, Kimberly	Mental Health	40.00	Employee Reimbursements
120750	Brown, Rhonda	TC	123.38	Employee Reimbursements
120751	Coon, Olivia	Admin	10.52	Employee Reimbursements
120752	Eardley, Mindy	Recovery	34.80	Employee Reimbursements
120753	Gatley, Jayda	Prevention	61.33	Employee Reimbursements
120754	Grenier, Dana	Medical	40.00	Employee Reimbursements
120755	Haney, Shaelyn	Prevention	38.13	Employee Reimbursements

**Southwest Counseling Service
May 2026 Check Register**

120756	Love, Michal	Mental Health	40.00	Employee reimbursements
120757	Miller, Samantha	Child & Adol.	28.79	Employee reimbursements
120758	Nilles, Andrea	Admin	80.12	Employee Reimbursements
120759	Norton, Krystle	Recovery	153.40	Employee reimbursements
120760	Scott, Julie	Mental Health	21.03	Employee reimbursements
120761	Swanson, Stephanie	Recovery	27.13	Employee reimbursements
120762	Wray-Marchetti, Melissa	Admin	40.00	Employee reimbursements
120763	American Red Cross	TC	168.00	Staff Training for CPR Qty: 4
120674	Jackman Rentals, LLC	4-SOR-MAT	1,800.00	Security Deposit and 1 month rent for client covered under Recovery Supports
120765	Gomez, Janell	TC, Medical, Bridges, Century	37.20	Employee reimbursements
120766	Blomquist Hale Consulting	Personnel	496.60	Wellness/EAP
120767	Sweetwater County Section 125	Payroll Deduction	5,248.69	Payroll Liability
120768	Empower Trust Company, LLC	Payroll Deduction	3,680.00	Payroll Liability
120769	NCPERS Wyoming	Payroll Deduction	192.00	Payroll Liability
120770	Wyoming Retirement System	Personnel	93,333.91	Payroll Liability
120771	Sweetwater County Health Savings Account	Personnel and Payroll Deductions	2,348.66	Payroll Liability
120772	Sweetwater County Claim Fund	Personnel and Payroll Deductions	219,900.91	Payroll Liability
120773	Transamerica	Personnel	1,859.20	Group Life Insurance
120774	Aflac Group	Payroll Deduction	1,991.90	Payroll Liability
120775	Circuit Court Third Judicial District	Payroll Deduction	558.46	Payroll Liability
ACH - 1126	WY Child Support Enforcement	Payroll Deduction	500.00	Payroll Liability
EFTPS	RSNB	Personnel and Payroll Deductions	132,747.97	Payroll Taxes
500003-500005 & Electronic	Salaries	Payroll	416,384.72	Salaries

\$1,280,470.41

Reports

FY26 Drawdown of Residential Funding

*Based on FY24 Funding Levels

Goal is 8.33%/mo

Jul-25 Aug-25 Sep-25 Oct-25 Nov-25 Dec-25 Jan-26 Feb-26 Mar-26 Apr-26 FY26 YTD

164006

Total SUD	70 beds										##### ##
Bed Days Provided:	1353	1608	1634	1563	1474	1599	1549	1545	1707	1636	15668
Provided:	\$ 129,984.00	\$ 153,401.32	\$ 156,432.34	\$ 143,671.02	\$ 137,027.20	\$ 155,427.72	\$ 152,997.22	\$ 161,283.32	\$ 176,383.20	\$ 164,345.54	\$ 1,530,952.88
Deficit/(Overage):	\$ (34,022.20)	\$ (10,604.88)	\$ (7,573.86)	\$ (20,335.18)	\$ (26,979.00)	\$ (8,578.48)	\$ (11,008.98)	\$ (2,722.88)	\$ 12,377.00	\$ 339.34	\$ (109,109.12)
YTD Utilization:	79.26%	93.53%	95.38%	87.60%	83.55%	94.77%	93.29%	98.34%	107.55%	100.21%	77.79%

SUD Rates	
SUD Residential	\$ 125.00
Social Detox	\$ 141.10
Sober Living	\$ 30.82

\$ 164,006.20

Total MH	32 beds										\$ 735,939.50
Bed Days Provided:	783	784	749	767	780	789	820	699	791	803	7,765
Provided:	\$ 43,637.06	\$ 43,013.22	\$ 41,299.30	\$ 40,408.24	\$ 43,081.88	\$ 42,091.80	\$ 44,977.10	\$ 38,802.34	\$ 44,423.94	\$ 44,965.00	\$ 426,699.88
Deficit/(Overage):	\$ (17,691.23)	\$ (18,315.07)	\$ (20,028.99)	\$ (20,920.05)	\$ (18,246.41)	\$ (19,236.49)	\$ (16,351.19)	\$ (22,525.95)	\$ (16,904.35)	\$ (16,363.29)	\$ (186,583.04)
YTD Utilization:	71.15%	70.14%	67.34%	65.89%	70.25%	68.63%	73.34%	63.27%	72.44%	73.32%	57.98%

MH Rates	
Transitional	\$ 83.10
Long Term	\$ 73.48
SIP	\$ 22.06

\$ 61,328.29

Sub-Acute	5 beds										\$ 238,750.20
Bed Days Provided:	83	87	111	131	2	21	29	19	36	34	553
Provided:	\$ 19,982.25	\$ 20,945.25	\$ 26,723.25	\$ 31,538.25	\$ 481.50	\$ 5,055.75	\$ 6,981.75	\$ 4,574.25	\$ 8,667.00	\$ 8,185.50	\$ 133,134.75
Deficit/(Overage):	\$ 86.40	\$ 1,049.40	\$ 6,827.40	\$ 11,642.40	\$ (19,414.35)	\$ (14,840.10)	\$ (12,914.10)	\$ (15,321.60)	\$ (11,228.85)	\$ (11,710.35)	\$ (65,823.75)
YTD Utilization:	100.43%	105.27%	134.32%	158.52%	2.42%	25.41%	35.09%	22.99%	43.56%	41.14%	55.76%

Sub-Acute Rate	
Sub-Acute	\$ 240.75

\$ 19,895.85

Overall	107 beds										\$ 2,942,764.10
Bed Days Provided:	2219	2479	2494	2461	2256	2409	2398	2263	2534	2473	23,986
Provided:	\$ 193,603.31	\$ 217,359.79	\$ 224,454.89	\$ 215,617.51	\$ 180,590.58	\$ 202,575.27	\$ 204,956.07	\$ 204,659.91	\$ 229,474.14	\$ 217,496.04	\$ 2,090,787.51
Deficit/(Overage):	\$ (51,627.03)	\$ (27,870.55)	\$ (20,775.45)	\$ (29,612.83)	\$ (64,639.76)	\$ (42,655.07)	\$ (40,274.27)	\$ (40,570.43)	\$ (15,756.20)	\$ 217,496.04	\$ (116,285.56)
YTD Utilization:	78.95%	88.63%	91.53%	87.92%	73.64%	82.61%	83.58%	83.46%	93.57%	88.69%	71.05%

\$ 245,230.34

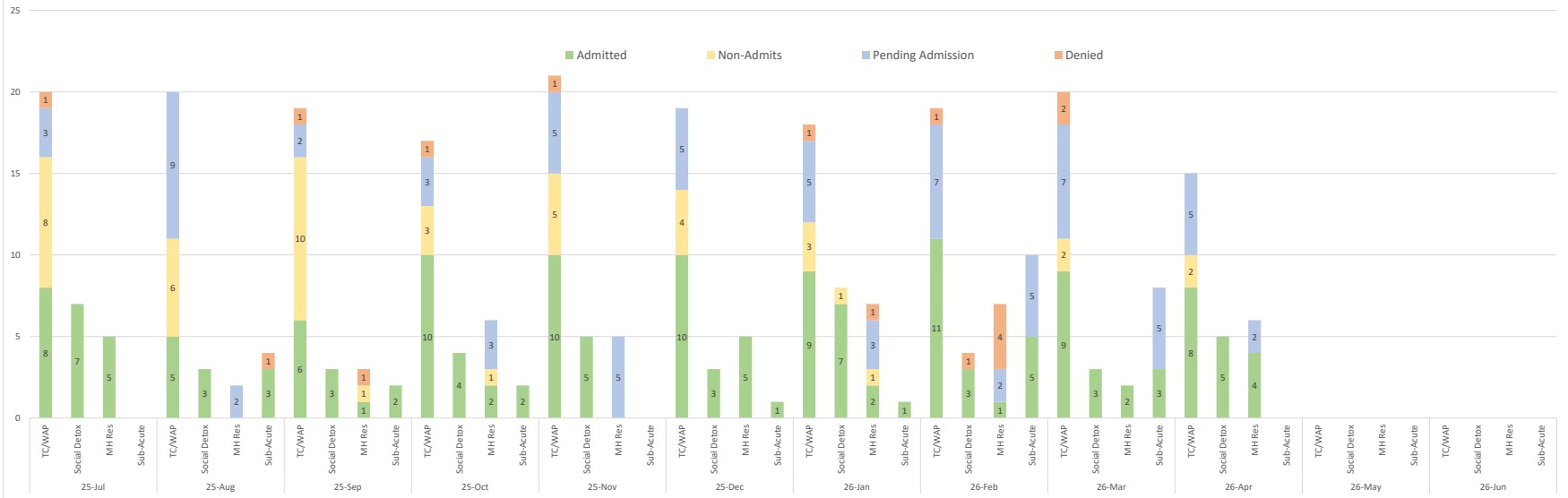
Opioid Detox Grant	590 days										\$ 75,313.00
Bed Days Provided:	8	4	30	47	112	106	88	22	0		417
Provided:	\$ 2,968.00	\$ 1,484.00	\$ 11,130.00	\$ 17,437.00	\$ 41,552.00	\$ 39,326.00	\$ 32,648.00	\$ 8,162.00	\$ -	\$ -	\$ 154,707.00

Opioid Rate	
Sub-Acute	\$ 371.00

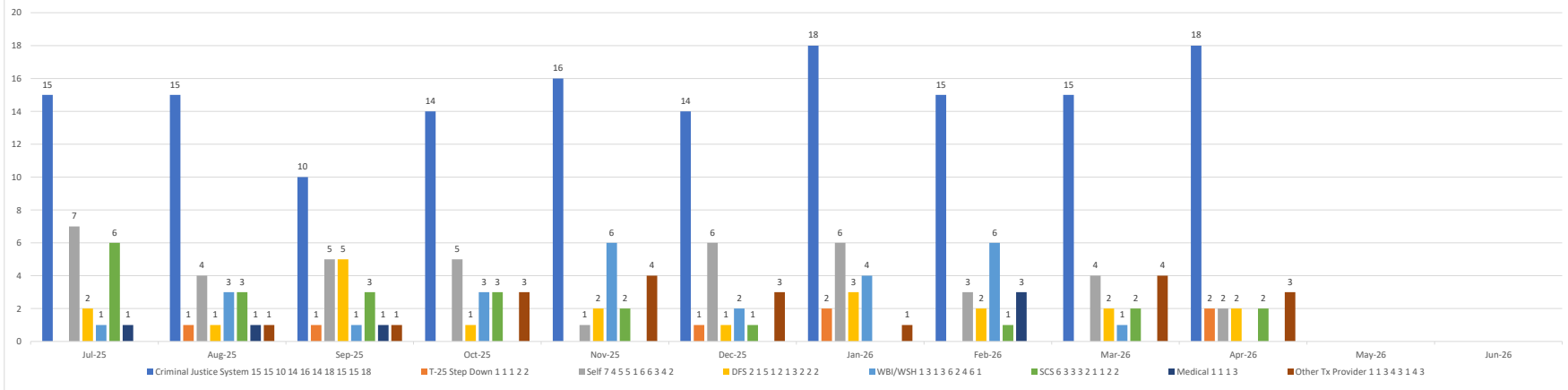
Sub-Acute Grant	794 days										\$ 273,546.00
Bed Days Provided:	93	41	14	43	17	97	27	35	64	93	524
Provided:	\$ 30,225.00	\$ 13,325.00	\$ 4,550.00	\$ 13,975.00	\$ 5,525.00	\$ 31,525.00	\$ 8,775.00	\$ 11,375.00	\$ 20,800.00	\$ 30,225.00	\$ 170,300.00

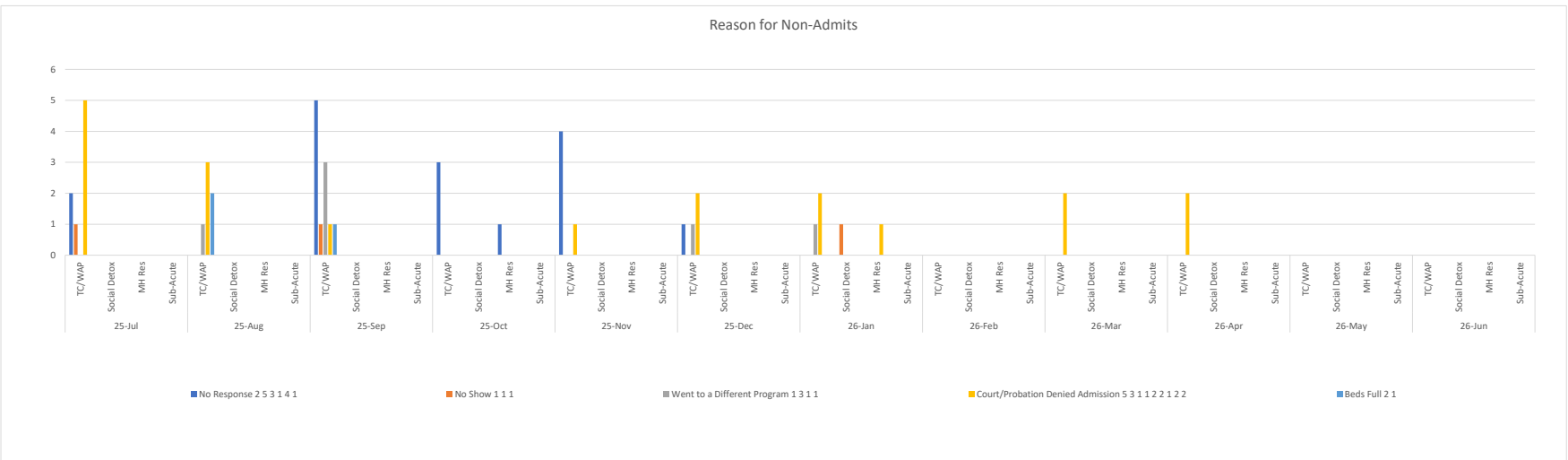
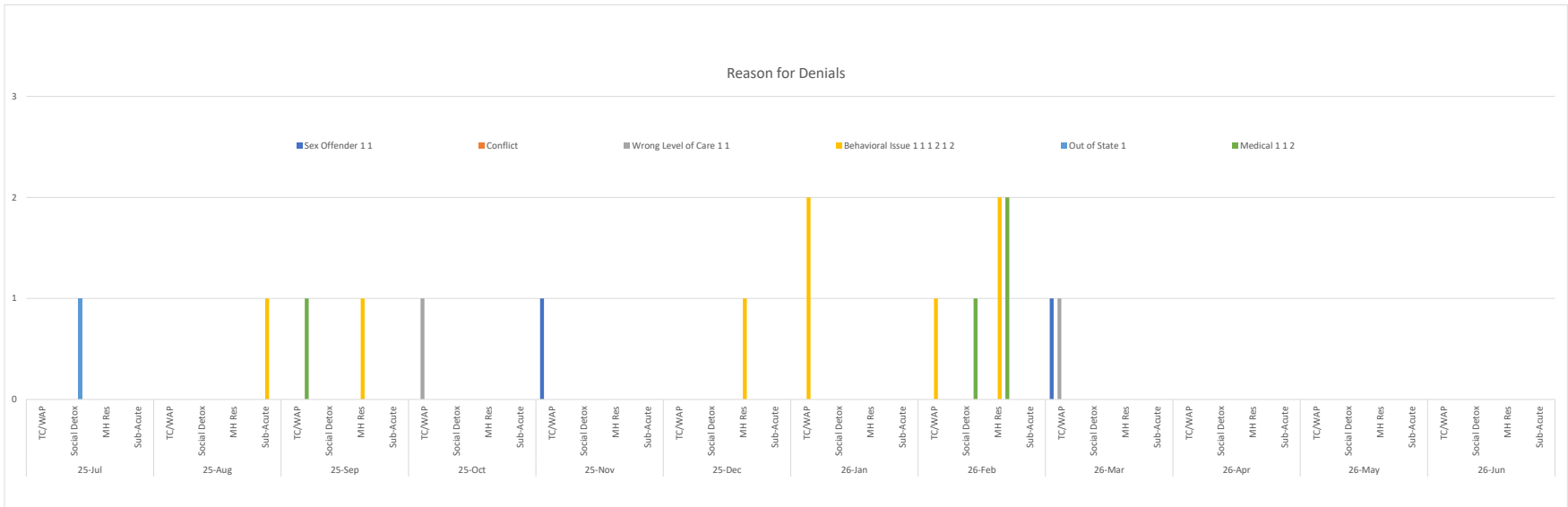
Sub-Acute Rate	
Sub-Acute	\$ 325.00

Residential Referrals and Admissions



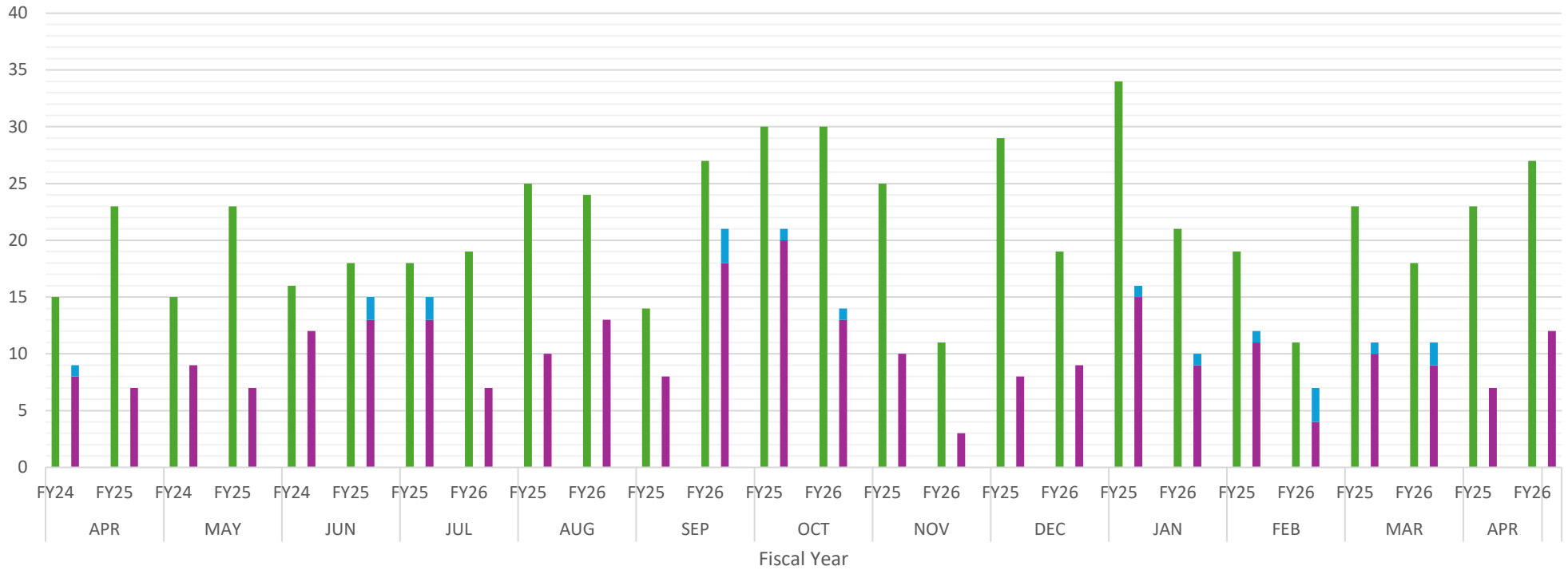
Combined Referral Sources



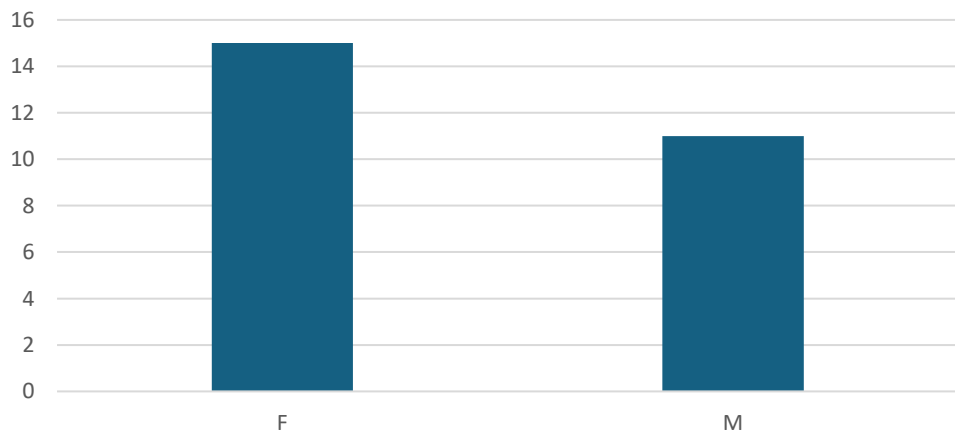


Sweetwater County Title 25 Emergency Detentions, Involuntary Hospitalizations and Emergency Assessments

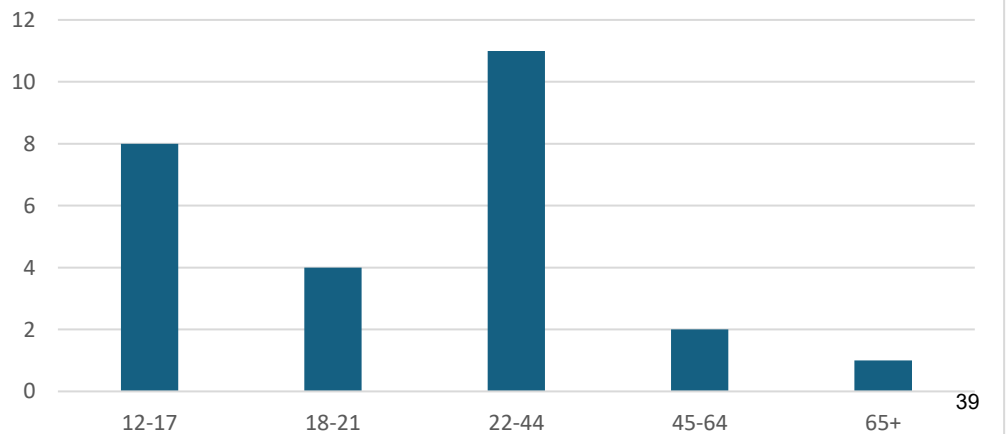
■ Emergency Assessment
 ■ Emergency Detentions
 ■ Involuntary Hospitalizations



Gender



Age





May 2026 Staffing Summary Report

As of May 19, 2026, staffing levels remain stable, with the majority of approved positions filled and overall vacancy rates remaining low.

Total Approved Positions: 142.5 FTEs

- Includes the addition of:
 - Five Seasonal Summer Support Staff positions
 - One Psychiatric Nurse Practitioner position
 - One Clinical Director position
- **Positions Currently Filled:** 135.5 FTEs
- **Current Vacancies:** 8 positions
- **Overall Staffing Percentage:** 95.09%

Active Vacancies

- Three Part Time Residential Support vacancies: Actively being recruited
- One Seasonal Support Staff vacancy. : Actively being recruited
- Clinical Director: 1 vacancy : Actively being recruited
- Advanced Nurse Practitioner – General: 1 vacancy : Actively being recruited

Due to the current hiring freeze, recruitment is not currently open for:

- Certified Social Worker
- Fully Licensed Clinician

Positions Not Counted as Vacant

The following positions are not currently being counted toward vacancy totals due to operational considerations:

Manager of Recovery Services, Manager of Mental Health Services, Grant Compiler, and Case Manager Supervisor deemed not needed at this time.

Additional notes:

- Grant Writer and Custodian positions are contract-based positions
- Facility Maintenance Supervisor, Groundskeeper, and Maintenance Level II positions are County-supported positions

Separation Summary

(As of May 19, 2026)

- **Involuntary Terminations:** 2
- **Retirements:** 1
 - Retirement effective May 21, 2026

May 2026 SCS Staffing Report

Position	Range #	Approved	FTE's Filled	Vacant FTE's
Bridges Cook	24	1	1	0
Custodian	29	0	0	Contracted Position
Seasonal Support Staff	29	5	4	1
Groundskeeper	29	0	0	County
Daycare	32	1	1	0
Records Specialist	32	2	2	0
Office Support Staff	32	9	9	0
Residential Support-Full Time	32	43	43	0
Residential Support-Part Time	32	12	9	3
Medication Room Technician	32	1.5	1.5	0
Peer Specialist	34	5	5	0
Case Manager - Nondegreed	35	2	2	0
Human Resource Specialist	36	2	2	0
Accounts Receivable/Insurance Billing Specialist	36	3	3	0
Purchasing Specialist	36	1	1	0
Maintenance Level II	36	0	0	County
Medical Assistant	37	1	1	0
Prevention Specialist	39	2	2	0
Grant Compiler	39	0	0	Position deemed not needed at this time.--
Payroll Specialist	40	1	1	0
Accounts Payable Specialist	40	1	1	0
Program Operations Supervisor	46	3	3	0
Public Relations Specialist	47	1	1	0
Case Manager	48	13	13	0
Certified Social Worker	49	3	2	1
MyAvatar Specialist	50	1	1	0
PC Support Specialist	50	1	1	0
Case Manager Supervisor	51	0	0	Position deemed not needed at this time.--
Office Manager	52	1	1	0
Revenue Cycle Management Supervisor	53	1	1	0
Grant Writer	54	0	0	Contracted Position
Provisional Clinician	56	6	6	0
Facility Maintenance Supervisor	64	0	0	County
Clinician - Fully Licensed	64	10	9	1
Clinical Supervisor	66	1	1	0
Network Administrator	67	1	1	0
Human Resources Manager	68	1	1	0
Manager of Children and Family Services	70	1	1	0
Manager of Psychosocial Services	72	1	1	0
Manager of Mental Health Services	72	0	0	0
Manager of Recovery Services	76	0	0	0
Chief Financial Officer	77	1	1	0
Clinical Director	80	1	0	1
Advanced Nurse Practitioner - General	81	2	1	1
Executive Director	85	1	1	0

Southwest Counseling			
Request to Restaff-Cost Summary Sheet			
Board Meeting Date:	5/27/2026		
Department:	Clerical		
Position:	Office Support Staff		
Vacancy Date:			
Reason For Vacancy:	EE move from PT to FT.	Approved by Personnel Committee on 5/14/26.	
Department Request:	We are requesting to restaff position immediately.		
Anticipated Restaff Date:			
Office Support Staff			
	Previous Costs to Staff Position	Anticipated Costs to Staff Position	
Job Title	Office Support Staff	Office Support Staff	
Full/Part Time	Part Time	Full Time	
Hire Date	9/8/2025	9/8/2025	
Grade	32	32	Net Difference
Monthly Salary	\$ 2,047.11	\$ 2,823.60	\$ 776.49
Retirement	\$ 381.17	\$ 525.75	\$ 144.58
Health Insurance	\$ -	\$ 1,030.32	\$ 1,030.32
LTD	\$ -	\$ 9.07	\$ 9.07
Worker's Comp.	\$ 24.57	\$ 33.88	\$ 9.32
Total Benefits	\$ 405.74	\$ 1,599.03	\$ 1,193.29
Total Monthly Cost of Employment	\$ 2,452.85	\$ 4,422.63	\$ 1,969.78
Total Annual Cost of Employment	\$ 29,434.17	\$ 53,071.53	\$ 23,637.36
Net Difference	\$23,637.36		
	Increase due to EE Health Insurance Coverage.		



Intake Report

OPEN ACCESS, SCHEDULED, EMERGENCY

MARCH 2026, APRIL 2024, 2025, 2026



Open Access

SCS Open Access is considered an evidence-based practice for behavioral health centers, especially when it comes to improving access to care and client engagement.

The term “open access” refers to models like “same day access” or “walk in services,” where clients can receive care or initial assessments without having to wait for scheduled appointments.

SCS started Open Access in 2016 to reduce no show rates, wait time and increase efficiency of clinical times.

Studies have shown that clients are more likely to follow through with care when the client can access services immediately rather than scheduling weeks out for an appointment.

SCS Open Access Hours are: Monday-Thursday from 1 to 5. Open Access hours are a benefit to emergency on-call since an individual released from the hospital can be seen on the same day of release or the next day. Open Access also assist with being able to be responsive for urgent needs/behavioral health emergencies.

SCS scheduled appointments are available to assist individuals who are better served outside of open access hours.

SCS provides assessments at Ankeny, College and Foothill outpatient facilities, Head Start, Sweetwater County Detention Center and Sweetwater Memorial Hospital.



April Intake Appointment Summary

Open Access Intakes

For the month of April, we had a possible 80 appointments.

Out of those 80 appointments, we had 67 available appointments. There were 13 fewer appointments due to clinicians being on annual leave, on call, responding to a critical incident, and a shortage of TC coverage.

Out of the 67 available appointments, 26 appointment spots were unfilled. We had an additional four appointments filled with open client spots, totaling 45 filled appointments.

Non Open Access Intakes

For the month of April, we had a possible 22 appointments.

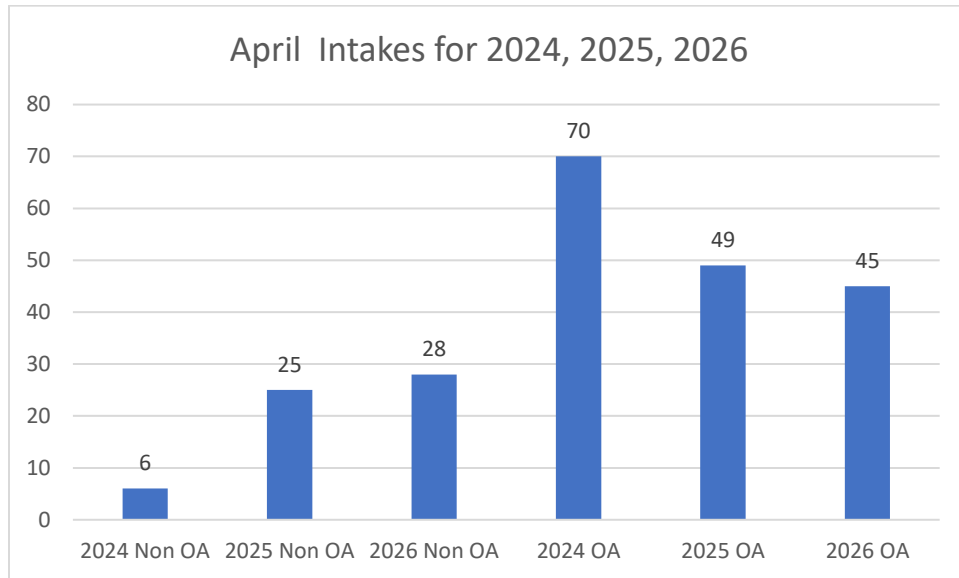
Out of those 22 appointments, we had 14 available appointments. There were eight fewer appointments due to clinicians being on call, on annual leave, and on sick leave.

In addition to the 14 available appointments, there were 20 appointments filled from open client hours, for a total of 34 scheduled appointments.

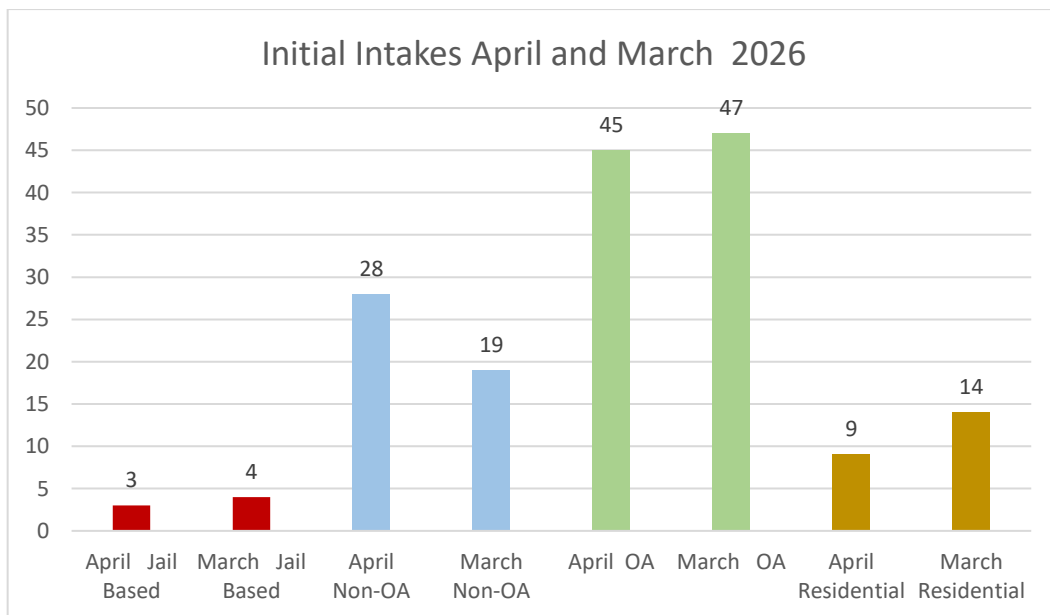
Out of those 34 appointments, we had five cancellations and one no-show, for a total of 28 outpatient scheduled intakes.

In addition, there were nine residential intakes and three jail-based intakes.

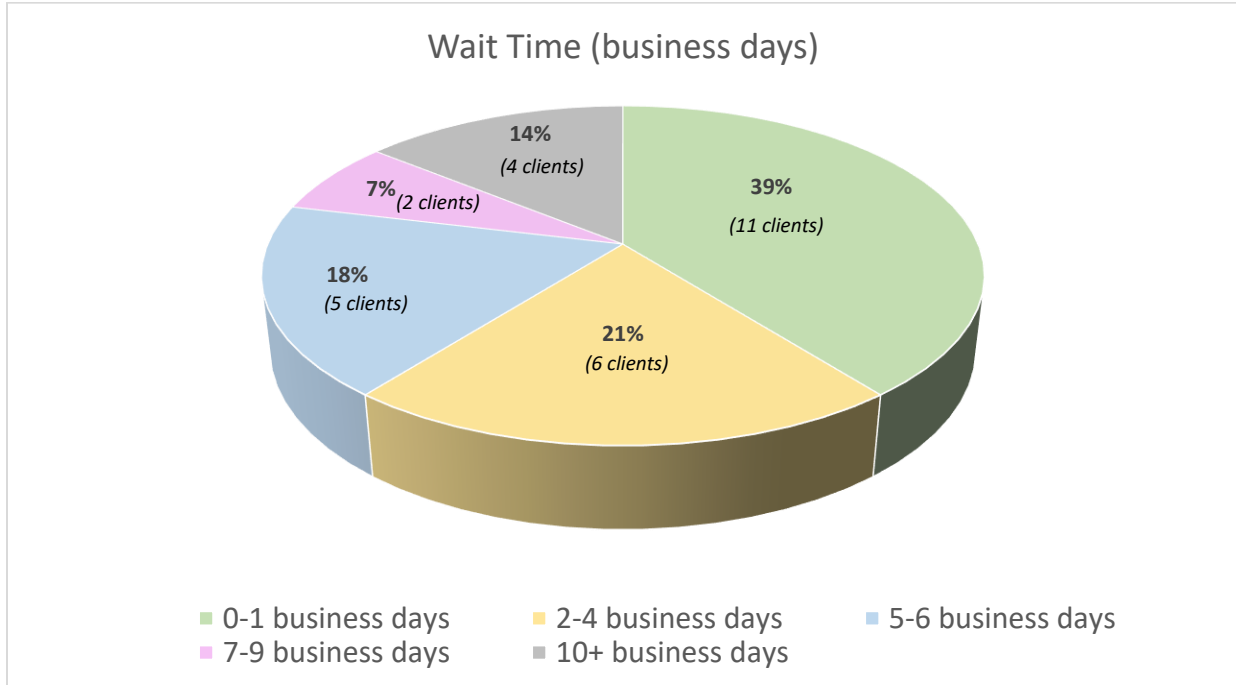
April Open Access (OA) and Scheduled Intakes



April and March 2026



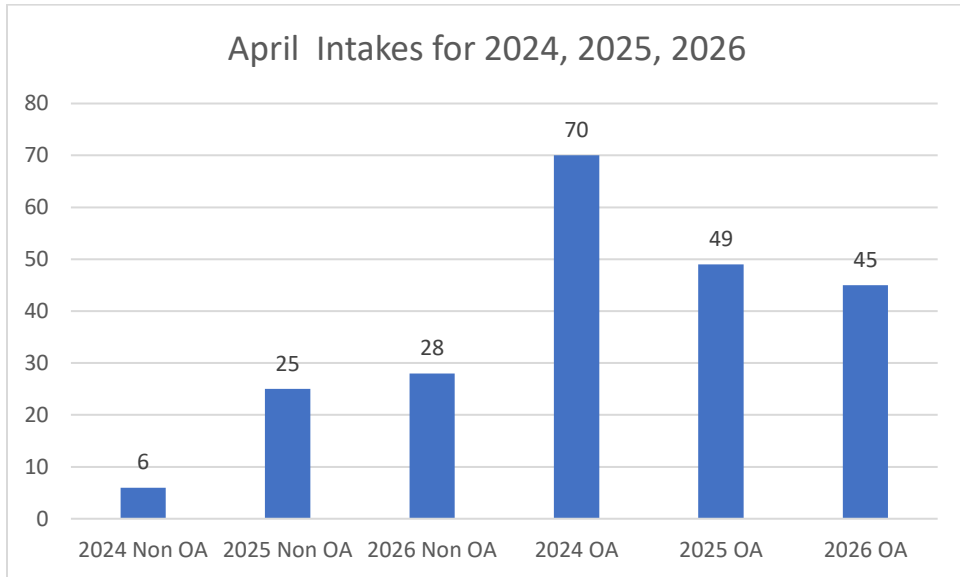
April Scheduled Intake Wait Time



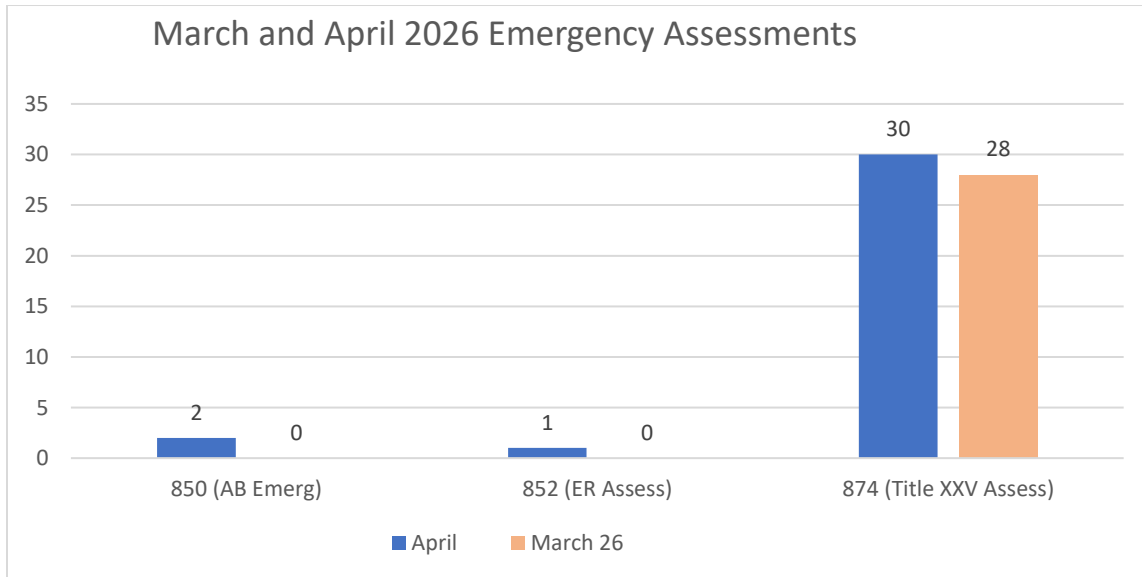
Wait Time 10 Days Plus Summary

There were 4 clients that had a wait time of 10 days or more. Two need to be seen by a Spanish speaking clinician. One waited for their next days off. One appointment reason unknown.

April Emergency Intakes



March and April 2026 Emergency Intakes



Committee Updates

ii. Personnel/Workforce
(4/30/26, 5/7/26, 5/14/26)

vi. Policies Committee
(4/28/26, 5/12/26)

**Personnel Committee Meeting Minutes
April 30, 2026**

Members Present: TJ Schwartz, Kristy Kauppi, Margene Chew, and Kayleen Logan

Meeting was held via Teams

Meeting called to order at 10:30 am by Kayleen Logan

Staffing Updates and Approvals

- Approved:
 - (1) Full-Time Treatment Support Staff – Recovery Program
 - (1) Clerical position adjustment

Reporting and Process Improvements

- TJ will begin providing a weekly turnover report to the Personnel Committee
 - Will include terminations and resignations
 - Report will be attached to meeting invites

Recruitment Update: Psychiatric APRN

- Position is posted on the organization’s website and Indeed
- Active recruitment efforts underway using LinkedIn Recruiter
- Outreach includes local, statewide, and neighboring state candidates
- Additional recruitment strategies discussed:
 - Targeting Evanston area
 - Expanding outreach to Salt Lake City area
 - Potential direct email outreach to candidates and programs

Action Items

- Continue Recruitment for Psychiatric APRN
- Implement Weekly Turnover Reporting

Personnel Committee Meeting Minutes May 7, 2026

Members Present: TJ Schwartz, Kristy Kauppi, Margene Chew, Melissa Wray-Marchetti, and Kayleen Logan

Meeting was held via Teams

Meeting called to order at 10:30 am by Kayleen Logan

Staffing Updates and Approvals

- TJ provided updates on ongoing recruitment efforts for clinical positions through multiple recruitment platforms.
- Continued challenges recruiting licensed clinical staff were discussed.
- Discussion included adding strikethrough formatting to positions no longer approved on staffing reports and organizational documents for improved Board clarity and oversight.

Reporting and Process Improvements

- The committee reviewed workforce development updates, including:
 - One provisional clinician becoming fully licensed
 - One employee obtaining provisional licensure
 - Additional staff participating in educational advancement programs
- Discussion focused on employee retention, advancement opportunities, and future salary impacts related to licensure progression.
- Members emphasized the importance of including workforce development projections in future budgets and HR reporting.
- TJ agreed to prepare additional staffing and financial projections for Board and Executive Director review.
- TJ will prepare weekly termination reports for the committee members.

Mike's Contract and Succession Planning

- The committee discussed the proposed post-retirement contract for Mike related to on-call coverage and consultation services.
- Concerns included cost, scope of responsibilities, clarity of expectations, and availability requirements.
- Members emphasized succession planning, mentorship, staff training, and updated operational documentation.
- TJ reported ongoing succession planning efforts and agreed to revisit the proposal and alternatives.

Policy and Administrative Updates

- TJ provided updates regarding:
 - Approved absentee and hiring control policies
 - Corrected bylaw language related to meeting locations
 - Pending signatures for finalized documents

Records and Property Documentation

- The committee discussed procedures related to records and agency property associated with Linda's separation from employment.
- TJ reported records have been secured and coordination with IT and county personnel regarding equipment is ongoing.

Action Items

- TJ to update staffing reports with strikethrough formatting for unapproved positions.
- Continue recruitment efforts for licensed clinical staff positions.
- TJ to provide staffing and financial projection reports for Board review.
- TJ to begin distributing weekly termination reports to committee members.
- Continue succession planning and training documentation efforts.
- Obtain remaining signatures on finalized policy and bylaw documents.
- Continue coordination with IT and county personnel regarding outstanding equipment matters.

Personnel Committee Meeting Minutes May 14, 2026

Members Present: TJ Schwartz, Kristy Kauppi, Margene Chew, Melissa Wray-Marchetti, and Kayleen Logan

Meeting was held via Teams

Meeting called to order at 10:30 am by Kayleen Logan

Staffing Updates and Approvals

- Approved the conversion of a part-time clerical position to full-time.
- Approved a full-time Treatment Support Staff position for the Psychosocial program.

Meeting Schedule

- Agreed to move recurring leadership meeting to 9:30 a.m.

Hospital Relations and Transition Planning

- Kayleen reported positive feedback from Dr. Gray regarding agency progress and communication with the hospital.
- Hospital expressed confidence in Elise as agency contact following Mike's retirement.
- Discussed credentialing timelines for hospital privileges, and expedited approvals may be possible if staffing needs become urgent.

Mike Retirement & On-Call Coverage

- Reviewed Mike's proposed post-retirement on-call arrangement:
 - Seven days per month of coverage
 - Four hours/day included
 - Additional hours billed at \$150/hour
 - Calls billed in 15-minute increments
- Discussed concerns regarding proposed compensation compared to current on-call stipend structure.
- Discussed insurance coverage for Mike, including the need for him to maintain his own malpractice insurance policy, with the agency potentially providing additional vicarious liability coverage through its policy.
- Discussed implementing a mentoring process for on-call responsibilities to assist staff during training and transition periods. The mentoring process would help provide guidance, support, and continuity for employees assuming on-call duties.
- Board acknowledged extensive transition work completed by Mike:
 - Staff training
 - Training packets
 - Updated policies/procedures

- Completed service delivery plans
- Discussed possible alternatives:
 - Consultation-only arrangement
 - Temporary support during credentialing transition
- Melissa reminded the group that the agency remains contractually obligated through county and state agreements to provide emergency crisis services 24 hours per day, 365 days per year.
- Discussed the possibility of allowing on-call staff to remain available by phone during daytime hours, rather than requiring an 8:00 a.m. to 5:00 p.m. in-office schedule while also covering overnight on-call duties. This was presented as a temporary measure to help reduce staff burnout and provide flexibility during transition periods.
- Also discussed the need to reevaluate and potentially restructure how Southwest Counseling Service manages on-call coverage moving forward.

Insurance and Malpractice Coverage Discussion

- Melissa explained that Mike would likely need to maintain his own malpractice insurance policy if no longer employed by the agency. The agency could then provide vicarious coverage through its own policy to protect the organization in connection with services provided to agency clients.

Staffing and Budget Tracking

- Kayleen emphasized importance of evaluating staffing decisions against total budget impact.
- Discussed tracking:
 - Wage increases/decreases
 - Health insurance costs
 - Retirement contributions
 - Staffing changes and turnover
- Melissa and TJ are developing spreadsheets and trend reports to monitor staffing-related financial impacts.
- Discussed presenting staffing and financial trend data in future board packets.

Financial Reporting and Ethos Collaboration

- Melissa reported productive meeting with David from Ethos regarding financial reporting and operational metrics.
- Goal is to provide clearer financial trend data and board-level reporting.
- Melissa expressed optimism that John's arrival will allow additional focus on financial oversight and grants management.

John's Onboarding & Orientation

- John scheduled to meet with Melissa on May 22 for orientation and facility tours.
- Management team recommended involving current managers in onboarding process.

Fuse HR and Onboarding Process

- Discussed need to establish a position within Fuse to begin onboarding process for John.
-

Action Items

- Continue communication with hospital credentialing staff: Melissa
- Monitor staffing and on-call coverage gaps during credentialing period: Clinical Team
- Finalize staffing and compensation tracking spreadsheets: Melissa and TJ
- Prepare staffing and financial trend reports for board packet: Melissa and TJ

Minutes
Policy Committee
April 28, 2026

Members Present: TJ Schwartz, Kristy Kauppi, Holly Beutel and Barbara Sowada

Excused: Raven Beattie, Melissa Wray-Marchetti

Meeting was held through Teams

Meeting called to order at 2:00 pm by TJ Schwartz

Minutes of previous meeting previously approved by email

Old Business

Policies for review and revision. Staff had brought the following policies for review and revision.

1. Nepotism: Policy reviewed, recommended that the Hiring Policy be added to “Links to other policies.
2. Equal Employment: Policy reviewed. Discussion centered on whether list of “protected categories” should be narrowed. Decided to leave as written. Recommended complaints be made to HR and EEOC, if needed; section on non-retaliation moved to procedure; and that a Whistle-Blower policy be a separate policy.
3. Applicant Interview and Relocation Expenses: Policy reviewed. Discussion centered narrowing Scope to hard-to-recruit applicants; cleaning up language regarding relocation expenses; and linking policy to Letter of Employment policy. Also agreed that this should be two policies: 1) Relocation Expenses and 2) Interview Expenses

Action: TJ will make changes and bring updated policies to May 12th meeting for tentative final review and submission to counsel for approval.

Need for tracking spread sheet. Action: Instead of a spreadsheet the Committee will use the Table of Contents of the existing *Board of Directors Policies* to mark progress.

New Business

Agenda set for May 12th meeting. TJ will bring the Leave Without Pay and the Employee with Disabilities policies for review. The three policies reviewed this meeting will be reviewed and finalized.

Next meeting: Tuesday, May 12, 2026

Meeting adjourned: at 3:00 pm

Respectfully submitted: Barbara J. Sowada, Ph.D.

Minutes
Policy Committee
May 12, 2026

Members Present: TJ Schwartz, Melissa Wray-Marchetti, Holly Beutel and Barbara Sowada

Excused: Raven Beattie, Kristy Kauppi

Meeting was held through Teams

Meeting called to order at 2:00 pm by TJ Schwartz

Minutes of previous meeting previously approved by email

Old Business

Policies for review and revision. Staff had brought the following policies for final Committee review. Both policies have been reviewed and approved by counsel.

1. Nepotism: Final draft of policy reviewed. Committee recommended the policy go into the May Board packet for Board approval.
2. Equal Employment: Final draft of policy reviewed. Committee recommended the policy go into the May Board packet for Board approval.

New Business

1. Goal is to upload revised, stand-alone policies into SCS website and other digital files.
This is still to be done
2. Due to June being busy with transitions, this Committee is on pause until July 7th.

Next meeting: Tuesday, July 7, 2026

Meeting adjourned: at 3:00 pm

Respectfully submitted: Barbara J. Sowada, Ph.D.

VII. Presentation by Richard Brickner of 2026-27 IT Itemization

FY27 Software Purchases Budgeted

<u>Netsmart MyAvatar</u>	Start Date	End Date	Cost Annually	Frequency	Description
AMA CPT Code Subscription	1/1/2026	12/31/2026	\$3,489.09	Recurring Annual	Electronic Health Care Record
Avatar Perceptive POS Scanning Maintenance MAINTENANCE RENEWALS ONLY	7/1/2025	6/30/2026	\$3,042.40	Recurring Annual	Electronic Health Care Record
Avatar SaaS Concurrent User	7/1/2025	6/30/2026	\$183,507.55	Recurring Annual	Electronic Health Care Record
CareConnect State Reporting Interface Subscription	7/1/2025	6/30/2026	\$5,512.50	Recurring Annual	Electronic Health Care Record
CarePathways Measures Reporting	7/1/2025	6/30/2026	\$8,268.75	Recurring Annual	Electronic Health Care Record
Diagnosis Content on Demand Add-On	7/1/2025	6/30/2026	\$18.09	Recurring Annual	Electronic Health Care Record
Diagnosis Content on Demand Add-On	7/1/2025	6/30/2026	\$449.25	Recurring Annual	Electronic Health Care Record
Diagnosis Content on Demand Subscription	7/1/2025	6/30/2026	\$2,777.42	Recurring Annual	Electronic Health Care Record
Document Capture Maintenance for Batch Scanning Powered by Perceptive	1/1/2026	12/31/2026	\$2,955.58	Recurring Annual	Electronic Health Care Record
KPI Dashboard SaaS	7/1/2025	6/30/2026	\$17,502.19	Recurring Annual	Electronic Health Care Record
myHealthPointe Portal - Level I Subscription 0 - 100 Named Users	3/1/2025	2/28/2026	\$8,652.32	Recurring Annual	Electronic Health Care Record
myLearningPointe - LMS Premier 50 - 299 Users	10/1/2025	9/30/2026	\$9,909.74	Recurring Annual	Electronic Health Care Record
OrderConnect - EPCS Subscription	6/1/2025	5/31/2026	\$742.41	Recurring Annual	Electronic Health Care Record
OrderConnect - EPCS Subscription	6/1/2025	5/31/2026	\$350.15	Recurring Annual	Electronic Health Care Record
OrderConnect - FULL SUITE - Prescriber Subscription	6/1/2025	5/31/2026	\$1,403.83	Recurring Annual	Electronic Health Care Record
OrderConnect - FULL SUITE - Prescriber Subscription	6/1/2025	5/31/2026	\$4,555.02	Recurring Annual	Electronic Health Care Record
Plexus Cloud Hosting - Perceptive - Disaster Recovery - Named User	7/1/2025	6/30/2026	\$7,314.09	Recurring Annual	Electronic Health Care Record
SaaS Fees-Infoscriber-Infoscriber	7/1/2025	6/30/2026	\$358.92	Recurring Annual	Electronic Health Care Record
SaaS Fees-Infoscriber-Infoscriber	7/1/2025	6/30/2026	\$6,475.98	Recurring Annual	Electronic Health Care Record
SaaS Fees-Infoscriber-Infoscriber	7/1/2025	6/30/2026	\$1,738.05	Recurring Annual	Electronic Health Care Record
Microsoft 365					
153 Microsoft User licenses (subject to change on number of employees)	5/30/2025	5/29/2026	\$ 23,460.00	Recurring Annual	Microsoft 365 Cloud Software, billed monthly @ \$1,955.00
Veeam					
Microsoft 365 Software Cloud Backup	5/30/2025	5/29/2026	\$ 3,934.50	Recurring Annual	Annual cloud Microsoft 365 backup software subscription
Barracuda*					
Email gateway security	5/1/2024	5/1/2027	\$ 33,344.00	Three Year Agreement	Three Year Agreement for Spam filtering, malware, and anti-virus
Progress Software Corporation					
WhatUp Gold Premium 300	9/20/2025	9/19/2026	\$ 2,150.00	Recurring Annual	Network monitoring and notification software. Monitors when IT items go down or if there are any issues. I.e., if a server goes down it provides notification. Provides network mapping.
SolarWinds					
SolarWinds Engineers Toolset Per Seat License- Annual Maintenance Renewal Qty: 2	7/9/2025	7/9/2026	\$ 1,204.00	Recurring Annual	Network management tools. ip subnet browsing, switchport mapping etc.
SOVOS Compliance					
Sovos UPEXchange (Cloud)	10/3/2025	10/2/2026	\$ 136.45	Recurring Annual	Software required to submit Unclaimed Property to the State Unclaimed Property Funds Division
AdTel International, Inc. (Doctor Connect)					
Appointment Notifications	2/27/2026	2/27/2027	\$ 15,780.00	Recurring Annual	Appointment Notifications
Scanning Revolution, LLC					
Appointment Notifications	8/9/2025	8/9/2026	\$ 530.40	Recurring Annual	Rev concurrent licenses- Holly B
Scanning Revolution, LLC					
Appointment Notifications	8/9/2025	8/9/2026	\$ 530.40	Recurring Annual	Rev concurrent licenses from Angela H
TechSmith Corporation					
Snagit Renewal	7/1/2026	6/30/2027	\$ 26.14	Recurring Annual	Snagit presentation editing software for pre-recorded user guides and presentations
Quill Corporation					
Acrobat Standard Qty: 1	N/A	N/A	\$ 165.59	Standard Purchase	Adobe

<u>Quill Corporation</u>						
Acrobat Classic Qty: 1	N/A	N/A	\$ 326.50	Standard Purchase	Adobe Acrobat with Signature	
<u>Relyco Sales, Inc</u>						
FlexCheck/PrintChef Annual Support	7/1/2025	6/30/2026	\$ 203.50	Recurring Annual	Allows for printed signatures on checks. It is on one printer.	
<u>Medisoft</u>						
Medical Electronic Health Care Software	3/1/2026	2/28/2027	\$ 5,202.80	Recurring Annual	Electronic HealthCare Record keeping software for Medical services	

Total Costs

\$356,017.61

*Barracuda is included for the three year period.

Previous Business

**CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH DIVISION
AND
SOUTHWEST COUNSELING SERVICE**

1. **Parties.** The parties to this Contract are the Wyoming Department of Health, Behavioral Health Division (Agency), whose address is: 122 West 25th Street, Herschler Building 2 West, Suite B, Cheyenne, Wyoming 82002, and Southwest Counseling Service (Contractor), whose address is: 1124 College Road, Rock Springs, Wyoming 82901. This Contract pertains to the Agency's Mental Health and Substance Abuse Services section.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall provide crisis intervention and sub-acute crisis residential services.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from the Effective Date through June 30, 2027. All services shall be completed during this term.
4. **Payment.**
 - A. The Agency agrees to pay the Contractor for the services described in Attachment A, Statement of Work, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed two hundred ninety-three thousand, thirty-two dollars (\$293,032.00). Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.
 - B. No payment shall be made for work performed before the Effective Date of this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of the Agency.
 - C. Except as otherwise provided in this Contract, the Contractor shall pay all costs and expenses, including travel, incurred by Contractor or on its behalf in connection with Contractor's performance and compliance with all of Contractor's obligations under this Contract.
5. **Responsibilities of Contractor.** The Contractor agrees to:
 - A. Provide the services, data, and reports as described in Attachment A, Statement of Work.

- B. Services shall be consistent with the definitions of Crisis Intervention and Sub-acute Crisis Residential listed in Attachment A, Statement of Work.

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

- A. Pay Contractor in accordance with Section 4 above.
- B. Consult with and advise the Contractor, as necessary, about the requirements of this Contract, and provide technical assistance upon the Contractor's request.
- C. Monitor and evaluate the Contractor's compliance with conditions set forth in this Contract.

7. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. **Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract.
- E. **Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- F. Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.
- G. Certificate of Good Standing.** The Contractor shall provide to the Agency a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Contractor is authorized to conduct business in the State of Wyoming, if required, before performing work under this Contract. Contractor shall ensure that all annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Contract.
- H. Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- I. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by the Agency for its release. If and when Contractor receives a request for information subject to this Contract, Contractor shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- J. Entirety of Contract.** This Contract, consisting of nine (9) pages, and Attachment A, Statement of Work, consisting of five (5) pages, represents the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- K. Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Contractor's profession.
- L. Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.
- M. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

- N. Indemnification.** The Contractor shall release, indemnify, and hold harmless the State, the Agency, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's negligence or other tortious conduct.
- O. Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Contractor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Contract.
- P. Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.
- Q. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- R. Notice of Sale or Transfer.** The Contractor shall provide the Agency with notice of any sale, transfer, merger, or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the notices provision of this Contract and, when possible and lawful, in advance of the transaction. If the Agency determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Contractor's obligations under this Contract, then the Agency may, at its discretion, terminate or renegotiate the Contract.

- S. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Agency's verified receipt of such information, Contractor agrees to physically and electronically destroy any residual Agency-owned data, regardless of format, and any other storage media or areas containing such information. Contractor agrees to provide written notice to Agency confirming the destruction of any such residual Agency-owned data.
- T. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).
- U. Insurance Requirements.**
- (i) During the term of this Contract, the Contractor shall obtain and maintain, and ensure that each subcontractor obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.
 - (ii) All policies shall be primary over any insurance or self-insurance program carried by the Contractor or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
 - (iii) The Contractor shall provide Certificates of Insurance to the Agency verifying each type of coverage required herein. If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.
 - (iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Agency. A copy of the policy endorsement shall be provided with the Certificate of Insurance.
 - (v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Agency may, at the Agency's option, obtain and maintain, at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as the Agency may deem proper and may

deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Contractor under this Contract.

- (vi) All policies required by this Contract shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.
- (vii) The Agency reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

V. Insurance Coverage. The Contractor shall obtain and maintain the following insurance in accordance with the Insurance Requirements set forth above:

- (i) Commercial General Liability Insurance. Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:

- (a) \$1,000,000.00 each occurrence;
- (b) \$1,000,000.00 personal injury and advertising injury;
- (c) \$2,000,000.00 general aggregate; and
- (d) \$2,000,000.00 products and completed operations.

The CGL policy shall include coverage for Explosion, Collapse and Underground property damage. This coverage may not be excluded by endorsement.

- (ii) Workers' Compensation and Employer's Liability Insurance. Employees hired in Wyoming to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program, if statutorily required. Employees brought into Wyoming from Contractor's home state to perform work under this Contract shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program or other state or private workers' compensation insurance approved by the Wyoming Department of Workforce Services, if statutorily required.

The Contractor shall provide the Agency with a Certificate of Good Standing or other proof of workers' compensation coverage for all of its employees who are to perform work under this Contract, if such coverage is required by law. If workers' compensation coverage is obtained by Contractor through the Wyoming Department of Workforce Services' workers' compensation program, Contractor shall also obtain Employer's Liability "Stop Gap" coverage through an endorsement to the CGL policy required by this Contract, with minimum limits as follows:

- (a) Bodily Injury by Accident: \$1,000,000.00 each accident;

- (b) Bodily Injury by Disease: \$1,000,000.00 each employee; and
 - (c) Bodily Injury by Disease: \$1,000,000.00 policy limit.
- (iii) Unemployment Insurance. The Contractor shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. The Contractor shall supply Agency with a Certificate of Good Standing or other proof of unemployment insurance coverage.
 - (iv) Automobile Liability Insurance. Automobile liability insurance covering any auto (including owned, hired, and non-owned) with minimum limits of \$1,000,000.00 each accident combined single limit.
 - (v) Professional Liability or Errors and Omissions Liability Insurance. Professional liability insurance or errors and omissions liability insurance protecting against any and all claims arising from the Contractor's alleged or real professional errors, omissions, or mistakes in the performance of professional duties under this Contract, with minimum limits as follows:
 - (a) \$1,000,000.00 each occurrence; and
 - (b) \$1,000,000.00 general aggregate.

The policy shall have an extended reporting period of two (2) years.

- W. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Contractor, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval from the Agency.
- X. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- Y. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
- Z. Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

- AA. Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.
- BB. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- CC. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- DD. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- EE. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- FF. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

AGENCY:

Wyoming Department of Health, Behavioral Health Division

Stefan Johansson, Director
Wyoming Department of Health

Date

Ragen Latham, Senior Administrator
Behavioral Health Division

Date

CONTRACTOR:

Southwest Counseling Service



Keaton West, Chairman
Sweetwater County Commissioners

5/19/26

Date

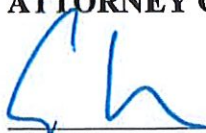
Kayleen Logan, Board Chair

Date

Melissa Wray-Marchetti, Interim Director and Chief Financial Officer

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 254932

Chandler Pauling, Assistant Attorney General

04-28-26

Date

Statement of Work (SOW)
Wyoming Department of Health, Behavioral Health Division (Agency)
Services to be provided by Southwest Counseling Service (Contractor)
For services to be provided from Effective Date through June 30, 2027

I. Background/Introduction

Wyo. Stat. § 9-2-102 authorizes the Agency “to administer comprehensive state programs for mental health, developmental disabilities and substance abuse services;” and to “provide a coordinated network of programs and facilities offering the following services to persons afflicted with mental illness or developmental disabilities or for substance abuse: diagnosis, treatment, education, care, training, community living, habilitation and rehabilitation.” The Agency accomplishes this mission by contracting for recovery services as a component of the statewide mental health and substance use disorder system of care in Wyoming. This Contract supports the Agency’s mission to develop and oversee a quality continuum of care that is consumer-focused, collaborative, evidence-based, and outcomes-driven.

II. Purpose

To set forth the terms and conditions by which the Contractor shall provide crisis intervention and sub-acute crisis residential services.

III. Definitions

A. **Crisis Intervention** is a combination of immediate telehealth, in-person, or a combination thereof, support services that are intended to address time-sensitive crisis situations for persons experiencing mental health or substance use disorder episodes. Crisis Intervention provides rapid assessment, suicide and violence risk analysis, de-escalation, problem-solving, stabilization planning, coordination with supports, and follow-up services.

B. **Sub-acute Crisis Residential** is a short-term residential service for persons experiencing mental health or substance use disorder episodes, which if left untreated, could lead to a placement in a higher intensity level of care. This service intends to stabilize the individual, enroll them in treatment based on their assessed need, and link them to community resources as appropriate. This service is bundled, and the following are part of the bundle:

- a. Case management;
- b. Clinical assessment;
- c. Individual therapy;
- d. Medication management;

- e. Peer support;
- f. Psych/social assessment; and
- g. Skill building.

IV. Scope of Work

A. Contractor Requirements:

1. Services paid under the Contract will be provided in accordance with all applicable federal, state, and local statutes, resolutions, ordinances, rules, and regulations.
2. Contractor shall maintain certification to provide substance use disorder services from the Agency.
3. The Contractor shall maintain financial accounting records and documents for seven (7) years in accordance with generally accepted accounting principles. Financial reports requested by the Agency will be provided within ten (10) days. The Contractor shall maintain financial records that support all services and reports submitted to the Agency.
4. The Contractor shall comply with all requirements of the Contract, shall provide all Contract services, and shall report on services for the full term of the Contract even after funds to provide services under the Contract have been exhausted.
5. The Contractor shall provide services with the input of adult consumers, family members of consumers, and consumer groups in the planning and implementation of the way services are provided throughout the organization.
6. The Contractor shall cooperate with the Wyoming Substance Abuse and Mental Health Ombudsman Program (SAMHOP) in any investigation and resolution of complaint procedures conducted through the Ombudsman Office concerning consumer access to services. The Contractor shall advertise the availability of SAMHOP services to program participants.
7. The Contractor shall maintain a written policy providing procedures for filing and determination of grievances by employees, clients, and community human service agencies. These policies and procedures shall be available to the Agency upon request.
8. The Contractor shall notify the Agency in writing of any proposed change in the Contractor's Executive Director thirty (30) days before any proposed

change. If circumstances prevent such notice, the Contractor shall notify the Agency within one (1) business day of the change with an explanation of the reason for the change.

9. The Contractor’s Executive Director or designee shall report to the Agency’s Administrator by electronic mail (email) or phone call any Sentinel Event that has occurred regarding the Contractor’s clients or staff. Sentinel Events are those involving death or serious physical or psychological injury or risk thereof.
10. The Contractor shall allow on-site evaluation of Contract compliance conducted by staff of the Agency. On-site evaluations shall be conducted in a manner that ensures client confidentiality. The Contractor’s Director shall participate in any entrance and exit meetings.
11. Failure to deliver contracted services, or submit deliverables as outlined in this Contract, may result in one (1) or more of the following actions at the Agency’s discretion:
 - a. Reduction or withholding of payment(s) until the matter is resolved;
 - b. Issuance of Corrective Action Plan (CAP)
 - (i) Failure to implement the CAP shall result in the withholding of payment(s), termination of the Contract, or both.

V. Deliverables

TOTAL PAYMENT UNDER THIS CONTRACT NOT TO EXCEED TWO HUNDRED NINETY-THREE THOUSAND, THIRTY-TWO DOLLARS (\$293,032.00).

DELIVERABLE	TIMELINE	PAYMENT
A. Provide Crisis Services		
1. Provide Crisis Intervention consistent with the definition in Section III. A of this Statement of Work. a. Deliver crisis intervention services twenty-four (24) hours per day, seven (7) days a week.	Ongoing throughout the Contract term	Total payment not to exceed \$64,342.00

<p>b. Provide access to services through a combination of in-person response, telehealth consultation, or community-based outreach as appropriate to address the crisis situation.</p> <p>c. Provide wrap-around services to each client to maintain engagement in treatment once the client is no longer in crisis, decreasing the chances of relapse or transition to a higher level of care.</p>		
<p>2. Provide Sub-acute Crisis Residential consistent with the definition in Section III.B. of this Statement of Work.</p> <p>a. Two (2) beds shall be made available under the Sub-acute Crisis Residential portion of the Contract. The beds shall be reserved for services under this Contract and shall not be used for other contracted services.</p>	<p>Ongoing throughout the Contract term</p>	<p>Total payment not to exceed \$228,690.00</p>
<p>3. Provide services that address the causes of the crisis situation, transitions to continue an appropriate level of treatment once stabilized, and linkages to community resources.</p>		
<p>4. Provide service data using the Behavioral Health Management System (BHMS) through the Residential and Housing Services (RaHS) module.</p> <p>a. Data shall be entered no later than the fifteenth (15th) day of the month; and</p> <p>b. All data for the Contract term shall be finalized in the RaHS module no later than June 30, 2027.</p>		
<p>5. Submit the final report to the Agency no later than June 30, 2027, to include:</p> <p>a. Number of people served under the Contract;</p> <p>b. Number of people served under the Contract who transitioned to another level of treatment;</p> <p>c. Number of people served under the Contract who completed treatment; and</p>		

d. Success stories written in narrative form, to demonstrate the impact of having all of the services in one location.		
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VI. Changes to Statement of Work

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

In the event it is determined by the Agency that a change to this SOW is required, a contract amendment shall be made to the Contract in accordance with Section 8.A. of the Contract.

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Southwest Counseling Service - Veeam Renewal



VLCM Sales Rep:
Braxton Byrge
bbyrge@vlcm.com

Quote Contact:
Richard Brickner

Quote ID:
Q-108786

Quote Expiration Date:
5/29/2026

Ship To Address:
2300 Foothill Boulevard, Rock Springs, WY 82901



Pricing Detail

Term Dates: 5/30/2026 - 5/29/2027				
Description	Partner Part #	QTY	Price	Price Ext
VEEAM DATA CLOUD FOR MICROSOFT 365 FOUNDATION	VDC-M365-FDN	150	\$31.43	\$4,714.50
Notes:				
Total Cost:				\$4,714.50

Total Cost:\$4,714.50

Acceptance

Client: Southwest Counseling Service
Client Signature:

VLCM
Provider Signature:

Name: Richard Brickner
Title: IT Administrator
Date:

Name: Braxton Byrge
Title: Account Manager
Date:

Customer Acknowledgment and Agreement

The purchase and use of goods, services, or other offerings are subject to applicable terms and conditions, including the vendor's privacy policies and usage agreements. These documents may vary by vendor and product type. Customers can request copies of the relevant terms and policies from the VLCM Sales Team at any time. Prices exclude sales tax. Any tax shown is an estimate, and the Customer is solely responsible for all applicable sales, use, or similar taxes.

This proposal is also subject to acceptance of VLCM's standard terms and conditions, which are available for review at www.vlcm.com/terms unless customer and seller have signed a separate agreement, in which case the separate agreement will govern. VLCM may charge a convenience fee for credit card transactions unless restricted as part of a separate agreement.

Pricing Disclaimer: Memory and SSD pricing is currently volatile industry-wide and subject to change without notice. Pricing is not guaranteed until the order is confirmed with the manufacturer. As always, we will pursue the best available pricing and communicate any



changes as soon as they arise.

Southwest Counseling Service
Southwest Counseling Service - Veeam Renewal

Quote ID: Q-108786

Created Date: Apr 16, 2026

Southwest Counseling Services

Board of Directors

Bylaws

Chapter 1: Definitions

Section 1. Purpose

Southwest Counseling Services (SCS) is a public agency that provides comprehensive mental health and substance abuse treatment pursuant to W.S. 35-1-613 (a)(iv). Its purpose is to establish, maintain, and promote the development of a comprehensive range of services to serve priority populations and other persons affected by mental illness and substance abuse disorders W.S 35-1-612 (2024), and may provide other programs approved by the County that are a benefit to the County.

Section 2. Definitions

- a. The ANNUAL MEETING is the last Wednesday in July.
- b. The BOARD OF DIRECTORS (Board) of Southwest Counseling Service (SCS) is defined in Chapter III, Section 1, of these Bylaws.
- c. The Board of COUNTY COMMISSIONERS (Commissioners) shall mean the board of duly qualified elected officials in Sweetwater County as provided in W.S. 18-3-5-1 (2018) that has the authority and duty to appoint members of the Board of Directors (Board) of SCS according to W.S. 18-8-102 (2022).
- d. The EXECUTIVE DIRECTOR (ED) is defined in Chapter V, Section 1, of these Bylaws.
- e. The FISCAL YEAR (FY) commences on July 1 and concludes on June 30 of the following calendar year.
- f. The AGENCY shall mean Southwest Counseling Services and all services and facilities operated under its license.
- g. A DIRECTOR is a member of the Board.

Chapter II: Legal Structure

Section 1. Legal Structure

The Board is appointed by and accountable to the Commissioners and is constituted as a body corporate with the perpetual existence of the duty to erect, manage, operate, and control the Agency pursuant to W.S. 35-1-611 *et seq.*

Section 2. Overall Statements

The Board has the authority and duty to approve the mission, vision, and values statements, the annual budget, and the strategic plans for the Agency, as well as provide oversight of the ED.

Chapter III: Governing Body

Section 1. Appointment and Term

A non-partisan board of seven (7) residents of Sweetwater County shall be appointed by the Commissioners as provided in W.S. 35-1-613(a)(i). The Board shall always consist of an odd number of Directors.

The Board may recommend prospective members to the Commissioners. Agency employees cannot be appointed to the Board.

Members of the Board shall serve without benefit, including but not limited to financial compensation.

Directors are appointed for a four (4) year term. The terms shall begin on the first Monday of July and end on the first Monday of July of the fourth year. Directors may be eligible for reappointment by the Commissioners to succeed themselves for one (1) additional term. Directors who are appointed to fill a vacancy are eligible to succeed themselves for two (2) additional terms.

The Board, as the Agency's governing body, has general control over the Agency as an institution. The Board is established as a Community Board pursuant to W.S. 35-1-615 and its members are appointed officials as defined by W.S. 1-39-103; therefore, no individual member of the board is personally liable for any action or procedure of the Board pursuant to W.S. 1-39-104.

Section 2. Resignation

A Director may resign at any time by giving written notice of such resignation to the Commissioners and a copy to the Chair of the Board. The resignation shall be effective when stated, or if not stated, upon presentation to the Chair of the Board. Any vacancies shall be filled in the same manner as the original appointments.

Section 3. Removal

Directors serve at the pleasure of the Commissioners. A Director may be removed by the Commissioners for neglect of duty, misconduct or malfeasance in office after receiving a written statement of charges and an opportunity to be heard. The Board may recommend the removal of an inactive or disruptive Board member.

Section 4. County Liaison

The Chairman of the County Commissioners shall appoint a Commissioner to be the county's liaison to the Board. The Commissioner may attend Board of Directors' meetings, serve as an advisor, but does not have voting privileges.

Section 5. Policies

The Board shall create and establish such Board policies as it shall deem necessary and appropriate. The Board shall also create and approve a process for review of the Agency-wide policies over which the Board has oversight obligations and such process shall conform to the requirements of the Wyoming Administrative Procedures Act, W.S. 16-3-101 *et. seq.*

Section 6. Meeting Records

The minutes of all Board meetings shall be available for public inspection at the Agency's administrative office and on the Agency's website, in accordance with the Wyoming Public Records Act, W.S. 16-4-201 *et. seq.* as well as the Wyoming Open Meetings Act, W.S. 16-4-403 *et. seq.*

Section 7. Powers and General Duties of the Board of Directors

The Wyoming Statutes, providing for Community Board roles and responsibilities, vest the Board in the sole duty to manage and control the Agency and all property, affairs, and funds received for the benefit of the Agency. Accordingly, the Board shall have the power and authority to do and perform all acts, functions, and things necessary, proper, and consistent with these Bylaws, laws of the United States and the State of Wyoming to affect the purposes for which the Agency is established.

Consistent therewith, the powers and duties of the Board, as the governing body, shall generally include, but shall not be limited to the following:

- (a) Organizes itself as provided in these Bylaws (See Chapter IV).
- (b) Provides direction and exercise general oversight over the affairs of the Agency to ensure the fulfillment of its mission and that programs authorized and funded by the Commissioners are executed and maintained.
- (c) In conjunction with the ED, annually develops a sustainability plan to be presented to the Commissioners.
- (d) Monitors compliance with federal, state and local laws and regulations.
- (e) Monitors that all applicable accreditations and licenses are obtained and maintained as are appropriate and necessary to effectuate the Agency's purpose.

- (f) Monitors, reviews, and evaluates the Agency’s annual plans, including but not limited to, financial, strategic, risk management, technology, human resource, and health and safety.
- (g) Monitors that all programs authorized by the Commissioners are a priority and executed efficiently and effectively.
- (h) Reviews and evaluates the safety, quality, efficiency, and continuous improvement of clinical programs in accordance with licensing, accreditation, and regulatory standards.
- (i) Appoints, fixes the compensation, and prescribes the duties of a properly qualified executive director, who shall be responsible to the Board for managing the Agency and who shall carry out the delegated authority of the Board. Consistent with such an appointment, the Board shall, at a minimum, annually review and evaluate the performance of the ED.
- (j) Reviews and approves the annual operating and capital budgets for the Agency. The budgets shall be presented to the Commissioners in June for approval, prior to the commencement of the fiscal year.
- (k) Makes rules or regulations relating to the operation of services and facilities under the Commissioners’ supervision, including a reasonable schedule of fees not inconsistent with the Wyoming Department of Health—Behavioral Health Division’s uniform fee schedule.
- (l) Ensures that clients are charged fees for services provided by the Agency.
- (m) Procures and enters contracts for facilities, support services, and clinical services necessary and desirable for the operation and mission of the Agency.
- (n) Procures and enters contracts for adequate and prudent insurance necessary and desirable for the conduct and operation of the Agency.
- (o) Accepts donations of money.
- (p) Periodically reviews and approves a general employee wage/compensation plan to assure an adequate workforce.
- (q) Periodically assess the mental health needs of the community and the services provided by the Agency. In that regard, the Board retains the authority to restrict or expand the services subject to the Commissioners’ approval.
- (r) Complies with state statutes for conducting open (public) meetings.
- (s) As the Agency’s governing body, having general control over the Agency as an institution, no individual member of the Board is personally liable for any action or procedure of the Board.

Chapter IV: Organization of the Board of Directors

Section 1. Meetings

Any assembly of at least a quorum of the Board that has been called by proper authority for the purpose of discussion, deliberation, presentation of information, or taking action regarding public business is a public meeting, open to the public at all times, except as otherwise provided, W.S. 16-4-401. Public notice of all meetings shall be provided by law, W.S. 16-4-401.

- a. REGULAR MEETINGS of the Board shall be held at the Sweetwater County Health & Human Services Building, 333 Broadway Street, Rock Springs, WY on the last Wednesday of each month. If the last Wednesday of the month is the last day of the month, then the meeting shall be held on the fourth Wednesday of that month. The Board may also set the regular meeting for an upcoming month on a different date and/or location.
- b. The Annual Meeting of the Board shall be the July meeting at which time new officers are elected.
- c. SPECIAL MEETINGS may be called by the Chair or by a majority of the members of the Board. The notice of any special meeting shall be provided to all members of the Board and the public, and shall specify the time, place, and business to be transacted and no other business shall be considered. An Agenda for each Special Meeting shall be posted along with the above-described notice, and the Board shall strictly adhere to such Agenda. No business shall be conducted at a Special Meeting that is not listed on the Agenda, and Board members may not amend or alter the Agenda during such a Special Meeting. Any actions as taken or decisions made at a Special Meeting shall be ratified at the next regular meeting.
- d. EMERGENCY MEETINGS may be called on matters of serious, immediate concern to take temporary action without notice. Reasonable efforts shall be made to offer public notice. All action at an emergency meeting is of a temporary nature, and in order to become permanent shall be reconsidered and acted upon at an open, public meeting within forty-eight (48) hours, excluding weekends and holidays, unless the event constituting the emergency continues to exist after forty-eight (48) hours. In such case the Board may reconsider and act upon the temporary action at the next regularly scheduled meeting of the Agency, but in no event later than thirty (30) days from the date of the emergency action, W.S. 16-4-404(d) (2022).
- e. The Board may recess any regular or special meeting to a place and time specified in an order of recess. A copy of the order of recess shall be conspicuously posted on or near the door of the place where the meeting or recessed meeting was held. In the case of a digital meeting, a digital notice will be sent to all participants, as well as to persons who have requested notice.

- f. THE Board may hold EXECUTIVE SESSIONS, not open to the public, as provided for by law, in compliance with the Wyoming Open Meeting Act, W.S. 16-4-401 to 16-4-407 (2022).
- g. Any member of the Board who attends, or remains at a meeting, knowing the meeting is in violation of the Wyoming Public Meetings Act WS 16-4-401 through 16-4-410 (2022) shall be liable under WS 16-4-408 (2022), unless minutes were taken during the meeting and the parts thereof recording the member's objections are made public or at the next regular public meeting the member objects to the meeting where the violation occurred and asks that the objection be recorded in the minutes.
- h. PUBLIC COMMENT. A section of each regular meeting will be reserved for public comment. Any member of the audience may address the Board during this time on subject matter appropriate for the Board's activities. Any member of the audience may also address the Board on a specific agenda item. The Chair may limit the amount of time each person may use in addressing the Board, but shall not limit time for any individual speaker unless such a speaker becomes disruptive of the public meeting.
- i. Communications outside a meeting, including, but not limited to, sequential communications among members of the Agency, shall not be used to circumvent the purpose of the Public Meetings Act.
- j. Day-to-day administrative activities of the Agency shall not be subject to the above requirements.

Section 2. Executive Session

The Board may hold executive sessions not open to the public in accordance with W.S. 16-4-405 (2022) under the following circumstances:

- a. With the attorney general, county attorney, district attorney, city attorney, sheriff, chief of police or their respective deputies, or other officers of the law, to consider matters posing a threat to the security of public or private property, or a threat to the public's right of access.
- b. To consider the appointment, employment, right to practice or dismissal of a public officer, professional person or employee, or to hear complaints or charges brought against an employee, professional person or officer, unless the employee, professional person or officer requests a public hearing. The Board may exclude from any public or private hearing during the examination of a witness, any or all other witnesses in the matter being investigated. Following the hearing in executive session, the Board may deliberate on its decision in executive session.

- c. To consider matters concerning litigation to which the Board and/or the Agency is a party or proposed litigation to which the Board may be a party.
- d. To consider the selection of a site or the purchase of real estate when the publicity regarding the consideration would cause a likelihood of an increase in price.
- e. To consider the acceptance of gifts, donations and bequests that the donor has requested in writing be kept confidential.
- f. To consider or receive any information classified as confidential or proprietary by law.
- g. To consider accepting or tendering offers concerning wages, salaries, benefits and terms of employment during all negotiations.
- h. To consider, discuss and conduct safety and security planning that, if disclosed, would pose a threat to the safety of life or property.
- i. To consider any other matter authorized by law to be considered in an executive session.

Minutes shall be maintained of any executive session. These minutes shall show time, members present, and subjects considered. No action shall be taken in executive session. Any actions taken in connection with executive session shall be taken in the regular session and recorded in the minutes of the regular session. Except for those parts of minutes of an executive session reflecting a member's objection to the executive session as being a violation of this act, minutes and proceedings of executive session shall be confidential and produced only in response to a valid court order. Minutes of each executive session shall be sealed upon a properly made and ratified motion made in the open session of the public meeting.

Section 3. Officers

Officers elected are Chair, Vice-Chair, Secretary, and Treasurer. Any Board member may be considered eligible to be an officer of the Board. Board officers shall be elected in July of each year. Officers' terms are from the annual meeting to annual meeting of the following year. No Director shall hold the same office for more than three (3) consecutive terms. When completing another officer's term, the Director is still eligible for three (3) consecutive terms.

Section 4. Duties of Officers

- a. The Chair calls and presides over all Board meetings. The Chair shall prepare the agenda for all meetings of the Board in consultation with the ED; appoint all members of the Board's standing and ad hoc committees, and their chairs; and sign, as required legal documents and contracts. The Chair shall act for the Board as a whole, only with the Board's authorization.
- b. The Vice Chair shall, in the absence of the Chair, or in the event of his/her death, inability, or refusal to act, perform the duties of Chair, and when so acting, shall have all

the powers of and be subject to all the restrictions upon the Chair. The Vice-Chair shall also perform such executive duties as may be delegated to him/her by the Chair of the Board.

c. The Secretary, or his/her designee, shall act as Secretary of the Board and shall act as custodian of all records and reports of the Board. The Secretary's designee shall be responsible for recording and keeping all minutes and transactions of all Board meetings.

d. The Treasurer monitors all financial reports prior to each Board meeting and assures that the recordkeeping system established by the Board is maintained in such a manner as to give a true and accurate report and picture of the Agency's finances accordance with accepted accounting practices and procedures prescribed by the Government Accounting Standards Board.

Section 5. Quorum

A quorum of the Board consists of a majority of the Directors. No action of the Board shall be valid unless such action has been approved by a majority of the Board. Proxy voting shall not be permitted. Any Director may participate in any meeting of the Board or Board committee by means of digital technology whereby all members participating in such meeting can hear one another for the entire discussion of the matter(s) to be voted upon. Such participation shall constitute attendance in person for all purposes, including but not limited to establishing a quorum.

Section 6. Conflict of Interest

The Board shall adopt and maintain a comprehensive Conflict of Interest Policy, which shall, at a minimum conform to WS 6-5-106 and WS 6-5-118. At the annual meeting, each Director shall be required to agree and affirm in writing his/her agreement to adhere to the policy. The Board shall have the right to adjudicate any alleged violations of the policy and determine the disciplinary or corrective measures required. The Board will also report any violations and subsequent disciplinary or corrective measures to the Commissioners.

Section 7. Voting

A. Each Director shall be entitled to one vote on any matter properly submitted to the Board for vote. Voting shall be in person or by digital technology, and there shall be no voting by proxy.

B. If a Director has a conflict of interest, he/she may not participate in the discussion nor vote on the issue for which he/she has declared a conflict.

C. The Chair of the Board shall not be required to vote except when necessary, or in case of a tie vote. The Chair shall, however, have the privilege to vote when he/she so desires.

D. If any Director(s) in the minority on any question wishes to present a written explanation of his/her position to the Secretary, such explanation shall be filed with the permanent records of the Board.

Section 8. Committees

A. All committee meetings shall be held on the County's premises, unless otherwise indicated in the call.

B. Committees may be standing committees or special committees.

C. Minutes from committee meetings shall be provided to the Board at the Board meeting following the committee meeting.

D. Standing committee members and their chair shall be appointed by the Board Chair with the exception of the Board Treasurer who automatically chairs the Finance and Sustainability Committee. Tenure of committee members shall run from annual meeting to the following annual meeting, or until a successor is named, whichever last occurs.

E. Standing committees of the Board shall be the following: Executive Oversight; Finance and Sustainability; Facilities and Technology; Governance and Policies; Health, Safety & Quality Improvement; Personnel/Workforce; and Strategic Planning. The charge of all standing committees shall be stated in the committee charters as adopted by the Board.

F. Special committees will be appointed by the Chair on the approval of the Board for such special tasks as circumstances warrant. The special committees shall limit their activities to the accomplishment of the task for which they were created or appointed and shall have no power to act except as specifically conferred by the Board. Special committees shall be dissolved upon completion of their task.

CHAPTER V: EXECUTIVE DIRECTOR (ED)

Section 1. Appointment

The ED shall be appointed by the Board and be responsible only to the Board and, per contract, shall be given the necessary authority and be held responsible for the administration of the Agency in all its activities, subject only to these bylaws and such policies as may be adopted and such orders as may be issued by the Board. The ED is responsible for investigating and resolving all complaints and allegations concerning the conduct of the Agency and its staff, and the Board is responsible for investigating and resolving all reported complaints and allegations concerning the conduct of the ED. Unless expressly modified through official action of the Board, ratified by

the County Commissioners, the Executive Director's employment shall be of an "at-will" nature, terminated by either the ED or the Board, at any time, for any lawful reason or for no reason at all, except as otherwise contrary to State and Federal laws.

Section 2. Authority

Within the framework of broad objectives and policies developed and approved by the Board, the ED shall plan, direct, coordinate and evaluate all activities of the Agency. The ED shall report to the Board at its regular monthly meeting and at special meetings as appropriate.

Section 3. Duties

The ED is charged with fulfilling the duties as stated in his/her job description and with performing these duties in accordance with his/her employment agreement and in full compliance with the Agency Bylaws and in accordance with all relevant laws, rules, and regulations.

CHAPTER VI: FISCAL CONTROL

Section 1. Guidelines and Audits

A. Federal and state laws and Generally Accepted Accounting Principles shall be followed in recording and accounting for the financial transactions of the Agency.

B. The Board shall review and approve an annual budget for the operation of the Agency in a format acceptable to its external auditors. The budget shall require that 1) businesslike methods are employed in the expenditure of and accounting for all monies, 2) a long-term capital expenditure plan is included and 3) the implementation of the plan is monitored monthly. The annual budget shall be presented to the Commissioners in June, prior to the beginning of the new fiscal year.

C. The financial records and financial procedures of the Agency shall be audited annually by an independent, certified public accountant and/or firm. Prior to the audit, members of the Finance and Sustainability Committee may meet with the auditors, independent of management, to review the annual audit and associated management letter. The results of this annual audit shall be presented to the Finance and Sustainability Committee and to the Board at the meeting immediately following the completion of the audit report.

Section 2. Execution of Instruments

A. Unless otherwise specifically determined by the Board, or required by law, formal contracts of the Agency, promissory notes, deeds of trust, mortgages or other evidences of indebtedness of the Agency shall be executed, signed or endorsed by the Chair of the Board, the ED or other directors of the Agency as provided in Board policy.

B. There are certain transactions of the Board that require the Commissioners approval as stated in the W.S. 18-8-108 and 18-8-301 (2022).

C. The ED has the authority to endorse checks made to the Agency for deposit in any of its duly authorized depositories, without countersignature. This authority may be delegated by the ED to other directors of the Agency to whom the Board, by policy, has approved such power.

D. All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the Agency, shall be signed or endorsed by the ED or other director(s) to whom the Board, by policy, has approved such power.

CHAPTER VIII: DISCRIMINATION

Nondiscrimination Policy

No discrimination because of sex, race, creed, religion, national origin, disability, age, ancestry, pregnancy, gender identity, or sexual orientation shall be allowed in the admission and treatment of clients, employment of personnel, or the conduct of other business of the Agency, W.S. 27-9-105 (2022).

CHAPTER IX: PUBLIC STATEMENTS AND PRONOUNCEMENTS

Official Positions

The Board acts as a body. Policy and statement of official positions shall be made only after the Directors' concurrence as indicated by a majority vote of the full Board. All such statements shall be issued by the Chair through the office of the ED.

CHAPTER X: GIFTS AND BEQUESTS

Acceptance Policy

The Board may receive the donations of real estate, money or other property in the aid of the establishment of the Agency or for the construction of additions or provision of equipment, furniture, or facilities; and shall observe the conditions accompanying every gift that is not in violation of Wyoming Law and is consistent with the proper management and objectives of the Agency. The Board shall consult with the Board of County Commissioners prior to the receipt of such donations.

Chapter XI INDEMNIFICATION AND INSURANCE

Indemnification and Directors and Officers Insurance

The Agency shall indemnify a Director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the Director was a party because he/she is or was a

Director against reasonable expenses actually incurred by the Director in connection with a proceeding. The Agency shall also advance expenses to the Director as outlined in WS 17-19-853 (2020).

The Agency shall purchase and maintain directors' and officers' insurance on behalf of an individual who is or was a Director, officer, employee, or agent of the Agency against liability asserted against or incurred by him/her in that capacity or arising from his/her status as a Director, officer, employee, or agent of the Agent whether or not the Agent would have power to indemnify the person against same liability, W.S. 17-19-857 (2020).

Additionally, the Treasure of the Board shall obtain a surety bond at the expense of the County prior to assuming the office of Treasurer, and before taking any official act or acts in that capacity pursuant to W.S. 35-1-617.

CHAPTER XII: AMENDMENTS

Section 1. Requirements

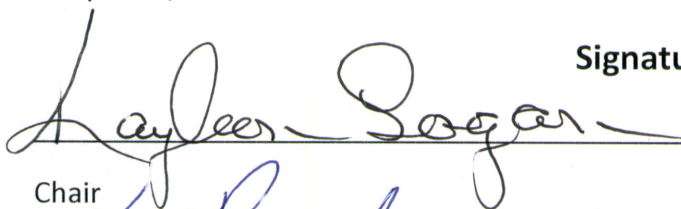

Amendments to the Bylaws shall require a majority vote of the full Board. Proposals for change shall be furnished in writing to each Director at least five (5) days prior to the meeting.

Section 2. Effective Date

These Bylaws become effective immediately upon adoption and supersede all previously adopted Bylaws.

ACCEPTANCE AND ADOPTION

The foregoing Bylaws of Southwest Counseling Service Board of Directors are hereby adopted as of April 28, 2026.

	Signatures	Date
Chair		4/28/26
Secretary		5-15-26

History

First Adopted June 24, 2010

Revision dates April 28, 2026

New Business

LEASE RENEWAL OFFER

Date:

From:Cortney Winn, Leasing
Village at Silver Ridge
3290 Dewar Drive
Rock Springs, WY 82901
307-922-7000

To:Southwest Inc
3206 Dewar Dr #107
Rock Springs, WY 82901

Dear Southwest Inc:

The lease on your apartment # 3206-107 will expire on 07/31/2026.
We are currently offering the lease renewal terms and rates shown below.

Rent: \$965	
Parking: \$30	
Internet: \$50	RLL: \$16.50
	Real Estate Tax: \$12
Total: \$1,133.50	CAM: \$60

Please provide us with a WRITTEN 60 day notice if you wish to not renew.
If you would like to go month to month, please reach out to the office for further information.

If you wish to renew please fill out the attached form.
We hope that you will continue to make your home with us. Should you have any questions, please call or come by the management office.

Sincerely,

Cortney Winn, Leasing

LEASE RENEWAL OFFER

Date:

From:Cortney Winn, Leasing
Village at Silver Ridge
3290 Dewar Drive
Rock Springs, WY 82901
307-922-7000

To:Southwest. Counseling
3208 Dewar Dr #206
Rock Springs, WY 82901

Dear Southwest. Counseling:

The lease on your apartment # 3208-206 will expire on 07/31/2026.
We are currently offering the lease renewal terms and rates shown below.

Rent: \$965	
Parking: \$30	
Internet: \$50	RLL: \$16.50
	Real Estate Tax: \$12
Total: \$1,133.50	CAM: \$60

Please provide us with a WRITTEN 60 day notice if you wish to not renew.
If you would like to go month to month, please reach out to the office for further information.

If you wish to renew please fill out the attached form.
We hope that you will continue to make your home with us. Should you have any questions, please call or come by the management office.

Sincerely,

Cortney Winn, Leasing

LEASE RENEWAL OFFER

Date:

From: Cortney Winn, Leasing
Village at Silver Ridge
3290 Dewar Drive
Rock Springs, WY 82901
307-922-7000

To: Southwest Counseling
3210 Dewar Dr #201
Rock Springs, WY 82901

Dear Southwest Counseling:

The lease on your apartment # 3210-201 will expire on 07/31/2026.
We are currently offering the lease renewal terms and rates shown below.

Rent: \$965	
Parking: \$30	
Internet: \$50	RLL: \$16.50
	Real Estate Tax: \$12
Total: \$1,133.50	CAM: \$60

Please provide us with a WRITTEN 60 day notice if you wish to not renew.
If you would like to go month to month, please reach out to the office for further information.

If you wish to renew please fill out the attached form.
We hope that you will continue to make your home with us. Should you have any questions, please call or come by the management office.

Sincerely,

Cortney Winn, Leasing

LEASE RENEWAL OFFER

Date:

From:Cortney Winn, Leasing
Village at Silver Ridge
3290 Dewar Drive
Rock Springs, WY 82901
307-922-7000

To:Southwest Counseling.
3214 Dewar Dr #204
Rock Springs, WY 82901

Dear Southwest Counseling.:

The lease on your apartment # 3214-204 will expire on 07/31/2026.
We are currently offering the lease renewal terms and rates shown below.

Rent: \$965	
Parking: \$30	
Internet: \$50	RLL: \$16.50
	Real Estate Tax: \$12
Total: \$1,133.50	CAM: \$60

Please provide us with a WRITTEN 60 day notice if you wish to not renew.
If you would like to go month to month, please reach out to the office for further information.

If you wish to renew please fill out the attached form.
We hope that you will continue to make your home with us. Should you have any questions, please call or come by the management office.

Sincerely,

Cortney Winn, Leasing

LEASE RENEWAL OFFER

Date:

From:Cortney Winn, Leasing
Village at Silver Ridge
3290 Dewar Drive
Rock Springs, WY 82901
307-922-7000

To:South Counseling
3218 Dewar Dr #105
Rock Springs, WY 82901

Dear South Counseling:

The lease on your apartment # 3218-105 will expire on 07/31/2026.
We are currently offering the lease renewal terms and rates shown below.

Rent: \$965	
Parking: \$30	
Internet: \$50	RLL: \$16.50
	Real Estate Tax: \$12
Total: \$1,133.50	CAM: \$60

Please provide us with a WRITTEN 60 day notice if you wish to not renew.
If you would like to go month to month, please reach out to the office for further information.

If you wish to renew please fill out the attached form.
We hope that you will continue to make your home with us. Should you have any questions, please call or come by the management office.

Sincerely,

Cortney Winn, Leasing

LEASE RENEWAL OFFER

Date:

From:Cortney Winn, Leasing
Village at Silver Ridge
3290 Dewar Drive
Rock Springs, WY 82901
307-922-7000

To:Southwest .
3220 Dewar Dr #102
Rock Springs, WY 82901

Dear Southwest .:

The lease on your apartment # 3220-102 will expire on 07/31/2026.
We are currently offering the lease renewal terms and rates shown below.

Rent: \$965	
Parking: \$30	
Internet: \$50	RLL: \$16.50
	Real Estate Tax: \$12
Total: \$1,133.50	CAM: \$60

Please provide us with a WRITTEN 60 day notice if you wish to not renew.
If you would like to go month to month, please reach out to the office for further information.

If you wish to renew please fill out the attached form.
We hope that you will continue to make your home with us. Should you have any questions, please call or come by the management office.

Sincerely,

Cortney Winn, Leasing



CONFIRMATION OF ASSIGNMENT

DATE CONFIRMED: MAY 8, 2026
CONFIRMATION TO: MELISSA WRAY-MARCHETTI
SENT VIA EMAIL TO: MWRAYMAR@SWCOUNSELING.ORG

LOCUMTENENS.COM CONSIDERS THE FOLLOWING PROVIDER CONFIRMED AND SCHEDULED TO WORK AS OUTLINED BELOW:

NAME OF PROVIDER

KENYATTA MERRIWEATHER, DNP

SPECIALTY OF ASSIGNMENT

PSYCHIATRY

DATES

EXTENDING THROUGH AUGUST 27, 2026

WITH THE POSSIBILITY TO EXTEND

FACILITY: SOUTHWEST COUNSELING SERVICE (ROCK SPRINGS, WY)

BILL RATES

REGULAR RATE (TELE): \$155.00 PER HOUR
OVERTIME RATE: \$232.50 PER HOUR AFTER 40 HOURS PER WEEK. ALL REGULAR HOURS WORKED ON THE WEEKEND WILL BE BILLED AT THE OVERTIME RATE.

MALPRACTICE: \$5.03 PER HOUR
HOLIDAY BONUS: \$650.00 PER DAY

CONTACTS

ALEX GRISWELL ALEX.TEDDER@LOCUMTENENS.COM
JODI BAIRD JBAIRD@LOCUMTENENS.COM

800.562.8663

You agree to supply the Clinician, according to the required specialty, with reasonably maintained usual and customary equipment, including but not limited to PPE, customary supplies, and a suitable practice environment complying with accepted clinical and procedural standards

THANK YOU FOR CHOOSING LOCUMTENENS.COM FOR YOUR LOCUM TENENS NEEDS.

Placement Services
Provided By



LocumTenens.com, LLC
2575 Northwinds Parkway – Alpharetta, GA 30009 – 800.562.8663

SIGNATURES CONFIRM ASSIGNMENT:

CLIENT SIGNATURE:

LOCUMTENENS.COM SIGNATURE:

Placement Services
Provided By



LocumTenens.com, LLC
2575 Northwinds Parkway – Alpharetta, GA 30009 – 800.562.8663



Policy Equal Employment Opportunity

Policy Number	
Origin Date	
Revision Dates	
Reviewed Dates	
Approval Authority	Board of Directors

Purpose: The purpose is to ensure that all employment practices are conducted in a fair, consistent, and non-discriminatory manner, providing equal access to opportunities for all individuals. Southwest Counseling Service (SCS) acknowledges that it is a covered employer as defined by 42 U.S.C.A. § 2000(e) *et. seq.* as well as the Wyoming Fair Employment Practices Act, Wyo. Stat. Ann. § 27-9-101 *et. seq.*, and this policy is designed to ensure compliance with those Statutes.

Scope: This policy applies to all aspects of employment within the organization and to all individuals associated with the organization, including applicants, employees, interns, volunteers, contractors, and consultants, where applicable.

Definition: An Equal Opportunity Employer is an organization that is committed to providing equal employment opportunities to all individuals and prohibits discrimination in all employment practices, including recruitment, hiring, promotion, compensation, benefits, training, and termination, in accordance with applicable laws and regulations.

Policy:

SCS is committed to providing equal employment opportunity to all employees and applicants in accordance with all applicable federal and Wyoming state laws. We value a diverse and inclusive workplace and prohibit discrimination and harassment in all employment practices.

We do not discriminate against any employee or applicant based on race, color, religion, sex (including pregnancy, childbirth, and related medical conditions), sexual orientation, gender identity or expression, national origin, age, disability, genetic information, veteran status, or any other status protected under applicable federal or Wyoming law.

This policy applies to all aspects of employment, including recruitment, hiring, placement, promotion, compensation, benefits, training, discipline, and termination.

SCS complies with all applicable federal laws, including the Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and the Pregnancy Discrimination Act.

In addition, we comply with the Wyoming Fair Employment Practices Act, which prohibits discrimination in employment on the basis of protected characteristics and applies to employers within the state.

We are committed to maintaining a workplace free from discrimination and harassment. Any employee who believes they have experienced or witnessed discrimination or harassment should promptly report the concern to their supervisor, Human Resources, or any member of management. All complaints will be taken seriously and investigated promptly and thoroughly.

Retaliation against any individual who reports discrimination, files a complaint, or participates in an investigation is strictly prohibited. Any employee found to have engaged in retaliation will be subject to disciplinary action, up to and including termination.

Procedure:

Equal Employment Opportunity Commission (EEOC) Complaint Procedure

SCS is committed to maintaining a workplace free from discrimination, harassment, and retaliation in compliance with the Title VII of the Civil Rights Act of 1964 and the Wyoming Fair Employment Practices Act.

Reporting a Concern

Employees who experience or witness discrimination, harassment, or retaliation should report it promptly to:

Human Resources
2300 Foothill Blvd., Rock Springs, WY
(307) 352-6677

If you disagree with the outcome of the Human Resources investigation and determination, you may seek further assistance by contacting the EEOC.

Employees have the right to file a complaint with the EEOC at any time.

Under Wyoming law, the Wyoming Fair Employment Practices Program (FEP) requires SCS to provide intake materials and instructions for filing a state-level discrimination charge. The links below include the filing instructions and intake questionnaires, which are part of the process for submitting a charge with the Wyoming Fair Employment Program and/or the EEOC.

[Resources & Information - Wyoming Department of Workforce Services](#)

[Intake-Questionnaire-General.pdf - Google Drive](#)

[Intake-Questionnaire-ADA-.pdf - Google Driven](#)

Review Process, Outcome, and Action

- Complaints may be made verbally or in writing.
- HR Department will acknowledge receipt within two business days.
- A prompt, fair, and impartial review will be conducted, which may include interviews and review of relevant information.
- Reviews are typically completed within 10-15 business days.
- A determination will be made based on the findings.
- If a policy violation is identified, appropriate corrective action will be taken, up to and including termination.
- Employees will be notified when the process is complete.
- All complaints and related information will be handled as confidential, as possible, and maintained in accordance with organizational policy.

No Retaliation

Retaliation of any kind against an employee, volunteer or other person with whom SCS has a business relationship for good-faith reporting of conduct which is contrary to this policy or the Statutes referenced herein is strictly forbidden. Any employee, officer or other person employed by or otherwise engaged in a business relationship with SCS who retaliates against such an employee is subject to immediate discipline, including but not limited to termination of employment or removal from their position with SCS.

Links to other policies:

\\scsrv1\Information\Operations Policies and Procedures\Operations Policies

References:

Personnel Policy 2.1 Equal Employment Title VII of the Civil Rights Act of 1964 – Prohibits employment discrimination based on protected characteristics.

Americans with Disabilities Act – Requires equal opportunity and reasonable accommodations for qualified individuals with disabilities.

Age Discrimination in Employment Act – Prohibits discrimination against individuals age 40 and older.

Pregnancy Discrimination Act – Prohibits discrimination based on pregnancy, childbirth, or related medical conditions.

Wyoming Fair Employment Practices Act – Prohibits employment discrimination under Wyoming state law.

Equal Employment Opportunity Commission – Federal agency responsible for enforcing workplace discrimination laws and providing regulatory guidance.

CARF International – Standards for person-centered, ethical, and compliant human resources practices in accredited organizations.

[Resources & Information - Wyoming Department of Workforce Services](#)

[Intake-Questionnaire-General.pdf - Google Drive](#)

[Intake-Questionnaire-ADA-.pdf - Google Drive](#)

Approved by:

Board Chair

Date



Policy Nepotism

Policy Number	
Origin Date	
Revision Dates	
Reviewed Dates	
Approval Authority	Board of Directors

Purpose: The purpose of this policy is to protect the integrity, fairness, and professionalism of an organization by setting clear expectations around the employment or supervision of relatives.

Scope: The policy applies to all individuals involved in the organization, including employees (full-time, part-time, temporary, contract, and seasonal), supervisors and managers, executive leadership, board members, and interns.

Definition: Nepotism is the practice of those with authority of giving preferential treatment to relatives or close personal connections, especially when it comes to jobs, promotions, or other opportunities.

Policy:

The Agency is committed to strict adherence to Wyo. Stat. Ann. § 9-13-101 *et. seq.* commonly known as the Wyoming Ethics and Disclosure Act. This policy is designed to reflect the requirements of that Statute. SCS is also committed to promoting a work environment in which hiring practices, promotion, and employee supervision are free of undue influence by immediate relatives or other close personal relationships. Because personal relationships can affect working conditions, the employment of relatives is not encouraged.

Procedure:

Employment of Relatives and Domestic Partners: Relatives and domestic partners may be hired by the Agency if (1) the persons concerned will not work in a direct supervisory relationship, and (2) the employment will not pose difficulties for supervision, security, safety, or morale. For

the purposes of this policy, “relatives” are defined as spouses, children, siblings, parents, or grandparents. A “domestic partnership” is generally defined as a committed relationship between two individuals who are sharing a home or living arrangements.

Current employees who marry each other or become involved in a domestic partnership will be permitted to continue employment with the Agency provided they do not work in a direct supervisory relationship with each other or otherwise pose difficulties as mentioned above. If employees who marry or live together do work in a direct supervisory relationship with each other, the Agency will attempt to reassign one of the employees to another position for which the employee is qualified if such a position is available. If no such position is available, the employees will be permitted to determine which one of them will resign from the Agency.

SCS acknowledges that no person within the Agency shall advocate for or cause the employment, appointment, promotion, transfer, or advancement of a family member to any office within the Agency. SCS further recognizes that no person within the Agency shall supervise or manage a family member who is employed with or occupies an office within the Agency. Finally, SCS recognizes that no person within the Agency shall participate in their official capacity or responsibility in any matter relating to the employment or discipline of a family member. The provisions of this policy enumerated in the foregoing paragraphs are intended to ensure compliance with Wyo. Stat. Ann. § 9-13-104.

Links to other policies:

\\scsrv1\Information\Operations Policies and Procedures\Operations Policies
Hiring policy

References:

Approved by:

Board Chair

Date

Policy Title Board Code of Ethics

Policy Number	4101
Origin Date	11/29/2023
Revision Dates	5/27/26
Reviewed Dates	
Approval Authority	Board of Directors

Purpose. To clearly and effectively communicate the Board’s fiduciary duties, acknowledge its statutory responsibilities, establish standards for ethical behavior and decision-making, and foster a culture of accountability and integrity.

Scope Board members.

Definition A CODE OF ETHICS is a formal set of principles that guides Board members in making moral, responsible, and consistent decisions while promoting integrity, fairness, and accountability.

The Code of Ethics is different from other governance documents.

- BOARD BYLAWS define the board’s legal framework, including appointments, oversight responsibilities, voting rules, officer roles, terms of service, and removal procedures.
- GOVERNANCE POLICIES explain how the board operates, assigns responsibilities, and exercises oversight.
- Board Code of Ethics clarifies how directors should act in the boardroom when managing confidential information, sensitive discussions, or conflicts of interest.

Mission & Core Purpose:

Mission: Provide comprehensive, integrated mental health and substance abuse services that promote recovery and wellness.

Core Values:

- Provide high quality, evidence-based, accessible and cost-effective care
- Provide an environment that treats people with respect and dignity
- Provide excellent customer service

- Provide a working environment where employees are engaged and committed to their work
- Provide for continual education, advocacy, and collaboration with community partners
- Provide business practices that are efficient, accountable, and honest

Policy

Southwest Counseling Services (Agency) is defined by the State of Wyoming as a community mental health organization. Therefore, the Board of Directors of Southwest Counseling Services dedicates itself to supporting the mission of the Agency; upholding all legal and regulatory requirements, and ethical standards; as well as acting with integrity, transparency, and accountability.

Violation of the Code of Ethics is serious and may result in removal from the Board.

Procedure:

- Board members acknowledge they serve as the Sweetwater County Community Mental Health Board. Board membership constitutes the assumption of a public office, thus all statutory and administrative regulations relating to the performance of public duties apply to the Board's membership.
- Board members are obligated to act in an ethical manner, which can bear close public scrutiny. All Board policies pertaining to conduct and performance are considered part of this ethical code. Members are expected to be familiar with these policies and act accordingly.
 - Annually Board members shall sign a receipt indicating they have read and understood the Board Policies and Procedures.
- Board members shall perform their duties in good faith, acting with integrity, fairness, transparency, and accountability.
- Board members shall perform their duties with care. Each member is responsible to come to Board meetings prepared, to understand issues, and make informed, prudent decisions that are in the best interest of the Agency.
- Board members shall act solely in the best interest of the Agency.
- Board members recognize the importance of abstaining from any conflict of interest. Board members acknowledge, pursuant to W.S. 6-5-105, they are strictly forbidden from requesting or receiving any pecuniary benefit on contracts, appointments in which Sweetwater County or the Agency is involved.
 - Board members recognize that violation of W.S. 6-5-105 constitutes a misdemeanor offence in the State of Wyoming.

- Board members recognize they face strict public accountability, so the rules limit political campaigning, accepting gifts from contractors, and holding secret discussions outside of formal meetings.
- Board members shall sign the *Agency's Conflict of Interest* form at the time of their initial appointment and annually, thereafter, at the annual July Board meeting.
- Board members recognize they are forbidden from using public property, which includes public funds, time, personnel, facilities, or equipment for their private benefit. Board members shall avoid such use of public resources at all times during their term of office.
- Board members acknowledge that nepotism as defined by W.S. 9-13-104 is strictly forbidden. Board members shall not supervise or manage a family member while in office nor shall any Board member participate in their official capacity in any matter regarding or relating to the employment or discipline of a family member.
- Board members acknowledge that confidential financial, personnel and other matters may be included in board materials or discussed from time to time. Board members shall not disclose such confidential information to anyone.
 - Client information, either directly or indirectly, observed is confidential and private, and is strictly prohibited from being disclosed.
- Board members recognize the special duties and obligations that accrue to them by virtue of their status as public officials. As early as practicable, all Board members shall complete the required fiscal training pursuant to W.S. 9-1-510.
 - No Board member shall assume responsibility for any of the Agency's funds or accounts prior to completing the training.
- The Chair of the Board is ultimately responsible for immediate interpretation, application, and enforcement of policies related to Board membership. All complaints concerning a possible ethical violation shall be made to the Chair who shall take appropriate action without delay, and, in coordination with the Sweetwater Board of County Commissioners and the Sweetwater County Attorney.
 - Complaints against the Chair shall go to the Vice-Chair.

References

Commission on Accreditation of Rehabilitation Facilities, Governance

Links and Forms

Conflict of Interest form
 Conflict of Interest Policy

Annual Board Policies and Procedures signature form.

Approved by

Board Chair

Date

Policy Title Conflict of Interest

Policy Number	4102
Origin Date	11/29/2023
Revision Dates	5/27/2026
Reviewed Dates	
Approval Authority	Board of Directors

Purpose To identify and disclose conflicts of interest.

Scope Staff, student interns, board members, and contractors.

Definition CONFLICT OF INTEREST is a situation where a person’s personal interest benefit, or appear to benefit, from their official actions or influence.

Policy

The Southwest Counseling Services (Agency) strives to avoid conflicts of interest and any situation that may weaken the integrity of the Agency. Representatives of the Agency must avoid actual conflicts of interest and any conduct that may give the appearance of a conflict of interest. All representatives shall disclose outside employment, engagement, consulting, or any other relationships that may be perceived or viewed as a conflict of interest per the policy and guidelines below, as well as sign the *Conflict of Interest Agreement*.

Any involvement that conflicts with an employee, board member, or other representative of the Agency’s duties or responsibilities or affects their judgement in making decisions affecting the Agency shall be considered a conflict of interest. An interest is considered to exist if the representative or any member of their immediate family including parents, grandparents, siblings, spouse, domestic partner, children, or in-laws furnishes goods or services to the Agency, or is in business competition with the Agency.

Agency employees are required to review and sign the *Conflict of Interest Agreement* form at new employee orientation and each year on the anniversary of their employment. Board members are required to review and sign the form at their first board meeting and each year at the annual Board meeting.

Procedure

All representatives and agents of the Agency shall avoid and disclose on the *Conflict of Interest Agreement* form, prior to service and as requested thereafter, any of the following:

- Cannot compete directly or indirectly with the Agency's services nor do outside work on the Agency's time.
- Relationships in which an appearance of a conflict of interest may exist including relatives or personal friends who engage in business with competition, or any business, stakeholder, supplier, or vendor of the Agency.
- Disclosure of confidential information of the Agency, its vendors, donors, or persons served for their own benefit or the benefit of another person or entity.
- Use or disclosure of inside information for personal profit.
- Use of Agency funds, proprietary information, personnel, materials, or other property of any type whatsoever for personal use or profit. This may constitute a crime pursuant to W.S. 6-5-110.
- Exploitation of agency relationships for personal benefit or the benefit of another individual or entity such as acceptance or granting of personal favors, gifts, kickbacks, bribes, rewards, or payments not in line with the Agency's Code of Conduct policy.
- Providing or colluding to provide misleading, misrepresented, or known false information to the Agency. Through receipt of this *Policy*, employees, volunteers, contractors, Board members acknowledge that the Agency operates as a Community Mental Health board, and that offering false statements for recording in a governmental record or proceedings may be unlawful pursuant to W.S. 6-3-604 with criminal sanctions for violations.
- Lending or borrowing of funds to/from a stakeholder, supplier, or vendor of the Agency.
- Supplying services for a vendor, donor, or other outside stakeholder as an independent contractor or direct employee for compensation or other personal indirect benefit.
- Working another job that conflicts with the interests of the Agency or interferes with duties or responsibilities to the Agency.
- Serve as a volunteer or board member of another mental-health organization in Wyoming.
- Any other relationship, service, or employment which may be a conflict with the Code of Conduct policy.

Representatives of the Agency may engage in or have external business, personal interests, or activities that do not constitute a conflict of interest with their service to the Agency, if these

activities or interests have no adverse impact on the representative's capacity to perform their functions or duties or result in conflicting loyalties.

All conflicts of interest, potential conflicts of interest, or appearances of conflicts of interest must face resolution which may include any of the following:

- Recusal from Agency services, work, discussions, projects, or other situations in which a conflict has been identified.
- Request to cease activities or external relationships that have been identified as a conflict of interest or face corrective actions up to and including termination.
- Authorization from the Executive Director and/or Board of Directors to engage in conduct constituting a potential conflict of interest, or appearance of conflict of interest.

Violations of this policy shall be investigated and addressed in line with corrective actions outlined in Code of Conduct policy.

References

Commission on Accreditation of Rehabilitation Facilities, Governance

Links

Code of Conduct Policy

Conflict of Interest form

Approved by

Board Chair

Date



Policy Title Whistle Blower Protection

Policy Number	4103
Origin Date	5/27/26
Revision Dates	
Reviewed Dates	
Approval Authority	Board of Directors

Purpose: The policy is to encourage employees, Board members, and other stakeholders of the Agency to report in good faith any suspected unethical, illegal, or unsafe activities within the organization, without fear of retaliation.

Scope: This policy applies to all staff, contractors, and Board members.

Definition: WHISTLE BLOWING refers to the act of reporting a suspected wrongdoing.

Policy: The Agency requires all employees and the Board to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. Thus, it is the responsibility of all employees and Board members to report concerns about violations of the Agency's code of conduct or suspected violations of laws and regulations that govern the Agency's operations.

The Agency strictly prohibits retaliation against anyone who, in good faith, reports a concern or participates in an investigation. Reported concerns may include, but are not limited to:

- Fraud, theft, or financial misconduct
- Violations of laws, regulations, or Agency policies
- Unsafe work practices or environmental hazards
- Harassment, discrimination, or abuse of authority

Knowingly making false allegations is a serious offense and is subject to disciplinary action up to and including termination of employment.

Procedure:

Reporting the concern

- Anyone reporting a concern must be acting in good faith and have reasonable grounds for believing their concern indicates a violation.
- Concerns should be reported promptly to the Executive Director (ED).
- If the concern involves the ED, it should be reported directly to the Board Chair.
- Reports shall be made in writing and can be made anonymously.
- All reports shall be handled confidentially to the extent permitted by law and consistent with the need to conduct a thorough investigation.

Investigating the concern

- The ED shall acknowledge receipt of the report in writing within five (5) business days of receipt, not including the day of receipt.
- An impartial investigation shall be conducted promptly.
- Findings and any corrective actions shall be documented and, where appropriate, shared with the whistle blower.
- The Board shall be informed vis-à-vis a high-level summary of the incident, analysis, and action taken in Execution Session.
- Any investigation that reveals a violation of any law, statute or ordinance **shall** be brought to the Board's immediate attention. Such report shall be complete and full and shall not be a "high-level summary."

Links to other policies:

Harassment
Sexual Misconduct
Violence in the Workplace
Code of Conduct

References:

Approved by:

Board Chair

Date



Policy Title Board Guidelines for the Agency’s Compensation Plan

Policy Number	4104
Origin Date	10/27/21
Revision Dates	5/27/26
Reviewed Dates	
Approval Authority	Board of Directors

Purpose: This policy establishes the Board-approved compensation guidelines.

Scope: This policy applies directly to the Board and Executive Director (ED) and indirectly to all full-time, part-time, and temporary employees of the Agency. It does not apply to the ED nor independent contractors, who are governed by separate agreements. Nothing in this *Policy* shall be construed to alter the “at-will” nature of employment with the Agency.

Definition: COMPENSATION PLAN is a structured strategy outlining how employees are paid, including salaries and benefits, designed to attract, retain, and motivate employees.

Policy: The Board recognizes the importance of attracting, retaining, and rewarding qualified employees and is committed to providing a competitive salary and benefits package, that is realistic with the Agency’s finances. The Board also recognizes the need for periodic reviewing and updating the Agency’s compensation plan due to changing external conditions.

The ED is responsible for executing the Agency’s compensation plan; however, the Board is responsible for establishing the guidelines informing the Agency’s compensation plan.

Therefore, to assure the Agency’s compensation is fair, competitive, and aligned with the company’s mission and performance, the Board issues the following guidelines:

- **Mission Alignment:** Pay reflects the contribution of each role to achieving the Agency’s goals.
- **External Competitiveness:** Pay and benefits are comparable to other organizations of similar size and budget.
- **Internal Equity:** Employees in similar roles with similar experience are compensated consistently, regardless of gender, race, ethnicity, age, disability, or any other protected characteristic.

- **Sustainability:** Salaries and benefits are sustainable within the Agency’s annual budget.
- **Compliance:** Pay and benefits shall comply with all state and federal laws and regulations. All deferred compensation benefits shall meet requirements set by the Wyoming State Pension Plan.
- **Transparency:** Employees have access to information about their wage bands and the criteria that determine placement within them. Employees may request to review the wage band for their role at any time.

Any changes to the Agency’s compensation plan shall be approved by the Board prior to its implementation.

Links to other policies:

References:

Approved by:

Board Chair

Date



Policy Title Terminating a Program

Policy Number	4105
Origin Date	5/27/26
Revision Dates	
Reviewed Dates	
Approval Authority	Board of Directors

Purpose: This policy establishes the conditions for terminating a program of the Agency to ensure compliance with contractual obligations and clear communication to all stakeholders.

Scope: This policy applies directly to the Board and Executive Director (ED).

Definition: PROGRAM TERMINATION refers to the time when the Agency ceases to provide a specific service/program to a specific type of client.

Policy: In consultation with the Board of County Commissioners and the Board, the Agency may terminate a program when it is no longer aligned with strategic priorities, financially sustainable, or operationally viable. All terminations shall follow the procedures outlined below:

Termination Criteria

- Funding is no longer available
- Costs consistently exceed budget without a viable recovery plan
- Demand has significantly declined
- The service cannot meet quality, compliance, or safety standards
- Strategic priorities have shifted

Staff reallocation

The staff affected by any program termination may be re-assigned if they have the requisite skills and if there are positions available within the Agency.

Links to other policies:

References:

Approved by:

Board Chair Date



Policy Title Succession Planning

Policy Number	4106
Origin Date	10/22
Revision Dates	6/23; 11/23; 5/27/26
Reviewed Dates	
Approval Authority	Board of Directors

Purpose: The purpose of this policy is to ensure the Agency maintains executive continuity, minimizes disruption during transitions, and develops internal talent to meet future strategic needs. Succession planning supports long-term stability, employee growth, and organizational resilience.

Scope: This policy applies directly to the Board and Executive Director (ED).

Definition: SUCCESSION PLAN is a structured process that identifies, develops, and prepares capable employees to fill administrative roles, ensuring continuity, and organizational stability.

Policy: The selection of the ED is the responsibility of the Board. However, the current ED shall continuously identify, encourage, and help develop capable employees within the Agency who are qualified to meet future executive needs and/or temporarily fill the position of ED.

Back Up Plan: The ED shall have a *Back Up Plan* in the event he/she should be absent for planned and unplanned, short-term and long-term absences. This Plan shall be provided to the Board Chair and made available to the Board.

Sudden, Temporary Vacancy: To assure the Agency's operations are not interrupted while the Board assesses the leadership needs and recruits a new Executive Director, the Board may appoint an Interim Executive Director from among senior staff or hire an Interim Executive Director from outside the Agency. The Board may solicit input from the senior staff for an interim replacement.

Vacancy: An ad hoc committee of the Board, appointed by the Chair, shall be appointed to assess the leadership needs of the Agency and conduct a search for a new Executive Director.

Links to other policies and forms:

Executive Director Job Description
ED Back Up Plan

References:

Approved by:

Board Chair

Date



Policy Title Delegation to the Executive Director

Policy Number	4201
Origin Date	11/29/23
Revision Dates	5/27/26
Reviewed Dates	
Approval Authority	Board of Directors

Purpose: The purpose is to describe the scope of authority delegated by the Board to the Executive Director (ED) for the purpose of executing strategy and managing the Agency’s day-to-day operations, enabling efficient decision-making and timely management of the Agency.

Scope: This policy applies to the ED and the Board.

Definition: DELEGATION OF AUTHORITY is the formal process by which the Board assigns specific decision-making powers to the ED while retaining overall accountability for the outcomes of those decisions.

Policy:

All matters not specifically reserved for the Board but are necessary for the efficient and effective day-to-day management of the Agency’s property, assets, finances, human resources, and client care are delegated to the ED.

To ensure accountability for performance, the ED is authorized to establish operational policies, make decisions, take actions, establish practices and develop activities as long as they are consistent with any reasonable interpretation of these strategic and executive limitation policies.

All board authority is delegated through the ED. Therefore, the authority and accountability of staff, as far as the Board is concerned, is considered to be the authority and accountability of the ED.

Accordingly, the Board shall not give instructions to persons who report directly or indirectly to the ED.

The Board may change its strategic goals and management parameters policies, thereby shifting the boundary between Board and ED domains. By so doing, the Board changes the latitude of choice given to the ED. However, as long as any particular delegation is in place, the Board shall respect and support choices made by the ED that are in compliance with board policy, as reasonably interpreted.

A strategic plan developed by the ED with input from the Board shall be the primary vehicle for achieving synergy and focus around meeting the Agency's goals. The strategic plan shall have a one to three-year horizon and shall connect available resources to organization activities in both the near and long term. The Board and ED shall work together to establish a timeline for the development of such a plan and the periodic review and updating of the plan.

Procedure

The Executive Director shall be responsible for

- Ensuring the Agency's day-to-day operations, including client care, are carried out in accordance with all legal and regulatory requirements and are prudent and ethical.
- Ensuring that the Agency's policies, practices, and decisions are undertaken in a manner that is prudent, equitable, and consistent with commonly accepted business practices accrediting standards, and professional ethics.
- Ensuring that the Agency's assets are protected, adequately maintained, and not placed at unnecessary risk.
- Ensuring that the Board approved priorities are reflected in the allocation of resources.
- Ensuring that the annual budget is based on generally accepted accounting principles and that revenue is greater than expenses.
- Promoting a healthy work environment for staff that is consistent with the Agency's mission and values.
- Representing the Agency externally to the community, government, media, accrediting bodies, and other stakeholders in ways that enhance the public image and credibility of the Agency.

Reporting by the Executive Director to the Board

- As part of the framework established by this policy, management is required to report regularly to the Board concerning the authority exercised.
- Reports by the ED, or his/her designee, shall cover such areas as quality performance, financial performance, risk management, human resources, and other items related to the Agency's mission and operations.
- The ED, or his/her designee, shall report to the Board on a regular basis on serious client occurrences, and significant deviation(s) from established strategic priorities and/or policies.

Links to other policies:

References:

Commission on Accreditation of Rehabilitation Facilities, Governance

Approved by:

Board Chair

Date



Policy Title Accountability of the Executive Director

Policy Number	4202
Origin Date	11/29/23
Revision Dates	5/27/26
Reviewed Dates	
Approval Authority	Board of Directors

Purpose: The purpose is to describe the accountability of Executive Director (ED) to the Board for the purpose of executing strategy and managing the Agency’s day-to-day operations.

Scope: This policy applies to the ED and the Board.

Definition: ACCOUNTABILITY means the ED has the obligation to be responsible for his/her actions, decisions, and outcomes, and to be answerable to the Board for his/her performance.

Policy:

All board authority delegated to management is delegated through the Executive Director (ED). Therefore, the ED’s accountability is the accumulated accountability of all staff and represents an accountability for all aspects of the Agency’s operations, except for the work of the Board itself.

Accordingly, the Board will not give instructions to persons who report directly or indirectly to the ED. However, the ED may delegate specific responsibilities and authority to the staff, which shall remain, from the Board’s perspective, the work of the ED.

The board will not evaluate, either formally or informally, any staff other than the ED. The board will consider and evaluate ED performance as synonymous with organizational achievement of strategic goals and compliance with management parameters. Nothing herein shall be construed to limit the Board’s authority to review adverse personnel actions such as a suspension and/or termination.

No performance measure established by the Board or by committees of the Board shall conflict with or modify this measure of performance. Consequently, the ED’s accountability and evaluation are based on performance in two areas:

- The Agency's accomplishment of the Board's annually established strategic priorities and policies.
- The Agency's operation within the boundaries of legality, prudence, and ethics established in the Board's management parameters policies.

Links to other policies:

Treatment of Clients

Treatment of Staff

Protection of Assets

Financial Conditions and Activities

References:

Commission on Accreditation of Rehabilitation Facilities, Governance

Approved by:

Board Chair

Date



Policy Title Board Awareness and Support

Policy Number	4203
Origin Date	5/27/26
Revision Dates	
Reviewed Dates	
Approval Authority	Board of Directors

Purpose: 1) To describe the activities and information needed from the Executive Director (ED) in order for the Board to effectively perform its fiduciary duties and to ensure that agendas and the reporting of information reflect and supports the Board’s role in strategic and generative decision-making and oversight. 2) To assist the Board in its efforts to ensure that management and employees conduct the business of the Agency in a manner consistent with its mission and values.

Scope: This policy applies to the ED and the Board.

Definition: AWARENESS AND SUPPORT refer to the type and quality of the information the Board needs to execute its oversight, strategic and generative decision-making, and advisory duties.

Policy:

The ED will not cause or allow the Board to be uninformed or unsupported in its work. Further, the ED will not:

- Neglect to submit monitor reports required by the Board in a timely, accurate, and understandable fashion.
- Allow the Board to be unaware of any actual or anticipated noncompliance with any strategic priority or any emerging financial, ethical, health and safety, reputational or other issue that puts the Agency at risk. Such issues shall be brought to the Board’s attention without delay.
- Let the Board be without objective background/decision information it periodically requests; or be unaware of relevant trends affecting the industry, or adverse advents within or impacting the Agency, threatened or pending litigation, or planned, and/or significant internal changes. In the case of threatened litigation, the ED shall bring such

matters to the attention of the Board, counsel for the Agency, and the Sweetwater County Attorney's Office **immediately**. The ED acknowledges that any delay in such matters can have severe and adverse consequences, particularly where legal process has been served. In the event that the ED receives legal process (i.e., a *Complaint for Damages*, a *Subpoena*, or any other formal legal service), the Board and counsel for the Agency **shall** be notified in writing within twenty-four (24) hours.

- Allow the Board to be without reasonable logistical and administrative support for official board communication and functions.
- Let the Board be unaware of any Board or Board member actions that, in the ED's opinion, are not consistent with the Board's policies on governance process and board-management delegation, particularly in the case of member behavior that is detrimental to the working relationship between the Board and the ED.
- Deal with the Board in a way that favors or privileges certain board members over others, except when:
 - Fulfilling individual requests for information.
 - Responding to officers or committees duly charged by the Board.
- Give information to the Board that is not clearly identified as
 - Information for decision-making
 - Incidental information only.
 - Monitoring information.

Links to other policies:

Treatment of Staff

Asset Protection

Treatment of Clients

Financial Conditions & Activities

Monitoring ED Performance

References:

Approved by:

Board Chair

Date



Policy Title Budgeting/Forecasting

Policy Number	4204
Origin Date	10/27/21
Revision Dates	5/27/26
Reviewed Dates	
Approval Authority	Board of Directors

Purpose: To describe activities delegated to the Executive Director (ED) by the Board for the purpose of funding the Agency’s strategic priorities, efficiently allocating its financial resources, managing financial risks, and assuring accountability and transparency.

Scope: This policy applies to the ED and the Board.

Definition: BUDGETING/FORECASTING refers to the activities delegated to the ED for planning and allocating the Agency’s financial resources in order to maximize its revenue and minimize its expenses; to safeguard the Agency’s resources from potential financial and other losses; and to provide a means to manage, monitor and control expenses and revenue.

Policy:

The budget for any fiscal year or the remaining part of any fiscal year shall not materially deviate from the Agency’s strategic priorities, risk fiscal jeopardy, or fail to address multi-year planning considerations.

Due to unforeseen circumstances or changes in financial conditions, the budget may be amended at any time during the fiscal year, at the request of the Board. Such amendment shall conform completely to the Wyoming Public Meetings Act and the Wyoming Administrative Procedures Act, where applicable.

Procedure:

Accordingly, the ED may not present or utilize budgets that:

- Risk incurring those liquidity situations or conditions that jeopardize the financial sustainability of the Agency.

- Omit credible projections of revenue and expenses, cash flow projections, the disclosure of planning assumptions, and/or the separation of capital from operational items.
- Plan the expenditure in any fiscal year of more funds than are conservatively projected to be received or can be reasonably funded through emergency reserve funds.
- Fail to allocate at least one (1) percent of total expenses to emergency reserves, until reserves reach a threshold of 180 days of cash on hand.
- Fail to provide for the Board’s governance prerogatives, such as costs of fiscal and accreditation audits, directors’ and officers’ liability insurance, and Board legal fees.
- Fail to provide to the Board information on how the budget and, in particular, expenditures support the Agency’s strategic priorities.

Links to other policies:

Monitoring ED Performance

References:

Commission on Accreditation of Rehabilitation Facilities, Financial Planning

Approved by:

Board Chair

Date



Policy Title Financial Conditions and Activities

Policy Number	4205
Origin Date	10/27/21
Revision Dates	5/27/26
Reviewed Dates	
Approval Authority	Board of Directors

Purpose: To describe the financial conditions and activities delegated to the Executive Director (ED) by the Board in order to ensure the Agency’s financial health and maintain fiscal and policy integrity.

Scope: This policy applies to the ED and the Board.

Definition: FINANCIAL ACTIVITIES refer to the different transactions that involve the movement of funds between the Agency and its creditors to achieve financial stability and economic goals.

Policy: With respect to the actual ongoing condition of the Agency’s financial health, the ED may not cause or allow the development of fiscal jeopardy or a material deviation of actual expenditures from the Board’s strategic priorities.

Procedure

The ED shall not:

Expend more funds than have been received in the fiscal year to date unless the liquidity requirements below are met.

Allow operating cash to drop below a safety reserve of sixty (60) days cash on hand, plus the value of combined credit card limits.

Borrow funds, with the exception of credit cards used for normal business purposes and paid in full within the current billing cycle, except in extenuating circumstances, in which case they will be paid in full within the next billing cycle and reported to the board during the next monitoring of ED performance.

Access the board-authorized line of credit for working capital needs as can be repaid by certain and otherwise unencumbered revenues within 90 days.

Use board-designated long-term emergency reserves.

Operate without settling payroll obligations and accounts payable in a timely manner.

Fail to report any actual financial performance by department (revenue, expense and/or surplus/deficit) that exhibits a variance from budget of greater than 10%.

Execute a purchase commitment, check or electronic funds transfer for operations of greater than \$10,000, unless such purchase was explicitly itemized in budget monitoring data previously disclosed to the Board. Splitting orders to avoid this limit is not acceptable.

Acquire, encumber, lease or dispose of real property.

Operate without aggressively pursuing material receivables after a reasonable grace period.

Operate without adequate internal controls over receipts and disbursements to avoid unauthorized payments or material dissipation of assets.

Operate without clearly delineated procedures and limitations for reimbursement of authorized expenses incurred by staff and Board members who are entitled to reimbursement from the Agency.

Have the Treasurer approve all ED credit card payments and expense reimbursement reports within 30 days of payment and provide regular updates to the Finance & Sustainability Committee.

The ED shall:

Provide a factual monthly report to the Board containing:

- Profit and Loss Statement: Provides an overview of revenue, expenses, and net income, including year-over-year comparisons.
- Balance Sheet: Shows the Agency's financial position at a specific moment, focusing on assets, liabilities, and overall stability.
- Cash Flow Statement: Tracks cash inflows and outflows across operating and financing activities, showing actual liquidity and helping assess runway and burn rate.
- Key Performance Indicators: Metrics tied to strategic goals, providing a clear picture of the Agency's financial performance.
- Forecasts and Variance Reports: Compare actual performance to projections, offering insights into the Agency's financial health and strategic goals.

Links to other policies:

Monitoring Executive Director Performance
Accountability of the Executive Director
Spending Authority Matrix
Budget Forecasting

References:

Commission on Accreditation of Rehabilitation Facilities, Governance

Approved by:

Board Chair

Date



Policy Title Delegation of Spending Authority Approval Matrix

Policy Number	4206
Origin Date	5/27/26
Revision Dates	
Reviewed Dates	
Approval Authority	Board of Directors

Purpose: To establish the Agency’s rules and guidelines with respect to spending authority, to minimize confusion and delays while streamlining workflows and enhancing accountability. The dollar amount and nature of the expenditure ultimately determine the level of approval required.

Scope: This policy applies to the Board and the Executive Director (ED).

Definitions: Spending Authority Matrix is a structured framework that defines the spending authority, including authorizing expenditures, signing contracts, entering into affiliations/partnerships, and approving legal settlements.

PURCHASED SERVICES are any service contracted for and performed by a third party rather than the Agency’s staff, such as cleaning, IT support, legal counsel, and consulting services.

HUMAN RESOURCES are requests to fill a vacant position, add a new position, use contract staff, and severance agreements.

CAPITAL EXPENDITURES are buildings, machinery, vehicles, equipment, or infrastructure, that cost more than \$2,000 and have a life of at least one year.

Real Estate is property consisting of land and the buildings on it. Any improvements to real property shall conform to relevant Wyoming Statutes, including but not limited to WS 18-3-504(a)9iii), 81-3-504€, 16-6-112, and 16-6-102, as well as any relevant Sweetwater County procurement ordinances and/or policies.

LEGAL SETTLEMENTS are the resolutions of disputed matters between the Agency and a person or entity without going to trial.

Policy:

The statutory authority for the purchase of goods and services for the Agency resides with its Board. However, this policy delegates spending authority for *budgeted* items of \$15,000 or less to the Executive Director. This policy also requires the Agency has a Procurement Policy that is enforced by the ED. In the event that any of the requirements enumerated herein should conflict with any Sweetwater County procurement policies or County Ordinances, the County Policy and/or Ordinance shall govern.

Procedure:

The rules and guidelines of the Spending Authority Matrix shall be followed in delegating spending authority.

Purchased Services	Legal Review	Director Approval	Board Approval	Commissioner Approval	Authorized Signature
PO or check requests under \$15,000	No	FD/CD	No	No	ED and FD
PO or check requests over \$15,000	Yes	ED	yes	No	ED and Board Chair
Consulting agreements under \$15,000	No	FD/CD	No	No	ED and FD
Consulting agreements over \$15,000	Yes	ED/FD	Yes	No	ED and Board Chair
Service contracts under \$15,000	No	FD/CD	No	No	ED and FD
Service contracts over \$15,000	Yes	ED/FD	Yes	No	ED and Board Chair
Human Resources					
Fill a vacancy or add new position	No	ED	Yes	No	ED and Board Chair
Employee contract personnel	Yes	ED	Yes	No	ED and Board Chair
Severance Agreement	Yes	ED	Yes	No	Board Chair
Capital Purchases	Legal Review	Director Approval	Board Approval	Commissioner Approval	Authorized Signature
Unbudgeted items under \$15,000	No	ED	Yes	No	ED and Board Chair
Unbudgeted items over \$15,000	Yes	ED	Yes	Yes	ED and Board Chair
Budgeted items under \$15,000	No	ED	No	No	ED and FD
Budgeted items over \$15,000	Yes	ED	Yes	Yes	ED and Board Chair
Real Estate	Legal Review	Director Approval	Board Approval	Commissioner Approval	Authorized Signature

Real estate acquisitions	Yes	ED/FD	Yes	Yes	ED and Board Chair
Real estate leases	Yes	ED/FD	Yes	Yes	ED and Board Chair
Affiliation/Partnerships	Legal Review	Director Approval	Board Approval	Commissioner Approval	Authorized Signature
Affiliation/partnership agreements	Yes	ED	Yes	Yes	ED and Board Chair
Legal Settlements	Legal Review	Director Approval	Board Approval	Commissioner Approval	Authorized Signature
Any amount	Yes	ED	Yes	No	ED and Board Chair

- Departments must purchase goods and services as economically as possible according to the specified standards of quality and service while giving responsible suppliers fair consideration.
- Whenever appropriate, purchased goods and services shall occur through a competitive bid process that is publicly accountable, ethical, fair, and transparent. **If this is the Board’s choice, that’s quite acceptable. Please do know that once competitive bidding procedures are invoked, the Agency is bound by fundamental fairness principles. The Wyoming Supreme Court holds that “...the underlying policy of competitive bidding is to put each bidder upon the same footing and in fair competition with each other...”. If the Agency employs *any* selection criteria not disclosed in the specifications for bidding, the process will likely be deemed unlawful. See *Western Wyoming Const. Co., Inc. v. Board of County Commissioners Of County of Sublette*, 351 P.3d 250 (2015).**
- There may be occasions when a “sole source” provider is necessary, or highly desirable, which precludes the need for a competitive bid.
- Regardless of the situation, an individual cannot delegate authority down to another employee. Authority can only be escalated up to the individual’s supervisor or Director.
- Payment shall be processed only for items purchased according to the above Matrix.
- All contracts shall be signed by the Board Chair, or Vice Chair, and the ED once approved by the Board.
- Except for purchases that require the ED’s signature, either the ED or the FD may sign for all other expenses.
- All designated signers for payment must complete a signature card; the original shall be kept on file at the local financial institution(s) and a copy shall be kept on file in the Finance Department. Each designated signer shall complete any and all required training related to the expenditure of public funds prior to assuming such responsibilities.
- Payment for goods and services and services shall be made via checks drawn against Agency demand deposit accounts, or electronic funds transfer, as authorized by the Agency administration and its Board.

- In accordance with policy, the Agency is responsible for the maintenance and storage of all contracts associated with these purchases.

Links to other policies:

Budgeting & Forecasting Policy
Delegation to Executive Director
Agency Procurement Policy

References:

Approved by:

Board Chair

Date



Policy Title Treatment of Clients

Policy Number	4207
Origin Date	5/27/26
Revision Dates	
Reviewed Dates	
Approval Authority	Board of Directors

Purpose: To describe the activities delegated to the Executive Director (ED) for safeguarding clients' rights, ensuring ethical and legal compliance, meeting the community's high-priority clients' needs, and maintaining professional integrity.

Scope: This policy applies to the Board and ED.

Definition:

TREATMENT OF CLIENTS refers to the Agency's commitment to providing its clients with safe, ethical care.

GRIEVANCE means a written complaint initiated either verbally or in writing by a client or by any other person or provider on behalf of a client regarding denial or abuse of any client's rights, presence of unsafe conditions, or actual harm.

Policy:

Southwest Counseling Services (Agency) provides mental health, psychosocial, and substance abuse treatment to clients in a variety of settings and service modalities. As a community-based mental-health Board, its focus is on the priority populations identified by the County Commissioners of Sweetwater County, as well as on the needs of the community at large.

With respect to the actual ongoing treatment of the Agency's clients, the ED shall not cause or knowingly allow the development of harm or unsafe conditions, the violation of the clients' rights, the material deviation from best-practice procedures, or jeopardize the Agency's licensure and accreditation status.

Procedure:

The ED shall do or cause to be done through appropriate delegation the following:

- Ensure the Agency meets the accreditation standards of the Commission on Accreditation of Rehabilitation Facilities (CARF), all federal and state licensing laws, and the Centers for Medicare and Medicaid participation criteria.
- Ensure all clients are treated with respect, dignity, and fairness, in line with legal rights such as informed consent, confidentiality, and protection from harassment, bullying, or abuse.
- Ensure the Agency maintains a healthy, clean, safe environment that supports quality services and minimizes risk of harm to clients, staff, visitors, and other stakeholders.
- Ensure a continuous process improvement and a quality assurance program are in place, are active and robust.
- Ensure processes are in place to include the voice of clients and families and uses their input in staff committees and the Board's Health, Safety & Quality Improvement Committee to improve the effectiveness, efficiency, timeliness, safety, and person-centeredness of client care.
- Foster a culture of safety.
- Encourage the staff to seek out and apply best practices.
- Foster open communication and demonstrate a commitment to transparency.
- Report to the Board all client grievances and/or adverse events involving clients, staff, or other stakeholders and actively pursues remediation.
- Make an annual report to the Board and the County Commissioners, evaluating all programs provided by the Agency, especially those considered high-priority by the Commissioners, and identifying opportunities for improvement.

Links to other policies:

Board Awareness & Support
Monitoring Executive Director Performance
Client Grievance Policy

References:

Commission on Accreditation of Rehabilitation Facilities

Approved by:

Board Chair

Date



Policy Title Treatment of Staff

Policy Number	4208
Origin Date	10/29/23
Revision Dates	5/27/26
Reviewed Dates	
Approval Authority	Board of Directors

Purpose: The purpose is to describe the responsibilities of the Executive Director (ED) to create a workplace that is safe, healthy, and free from harassment and discrimination and where all employees are treated fairly and with dignity.

Scope: This policy applies to the ED and the Board.

Definition:

FAIRLY: Employees will have equal access to training, development, and advancement opportunities.

DIGNITY: Refers to acknowledging and upholding the inherent worth and respect of all persons.

BULLYING: Repeated inappropriate behaviour, direct or indirect, whether verbal, physical, or otherwise, conducted by one or more persons against another or others, which could reasonably be regarded as undermining the individual's right to dignity at work.

HARASSMENT: Any form of unwanted conduct related to any of the discriminatory grounds (gender, marital status, family status, sexual orientation, religion, age, disability, or race), which has the purpose or effect of violating a person's dignity and creating an intimidating, hostile, degrading, humiliating, or offensive environment.

DISCRIMINATION: Employment decisions shall be based solely on merit, qualifications, and business needs, without bias related to race, gender, age, disability, religion, sexual orientation, or any other protected characteristic.

HEALTHY, SAFE WORKPLACE: Is a workplace that promotes the physical, mental, emotional, financial, and spiritual wellbeing of employees.

Policy:

With respect to the treatment of employees, clients, and other stakeholders, the ED shall not cause or allow conditions that are unfair, unsafe, undignified, or discriminatory.

Further, pertaining to employees, the ED shall not:

- Operate without ensuring employees are provided with personnel policies, reviewed by qualified legal counsel, that clarify personnel rules for staff, provide for effective handling of grievances and protect against wrongful conditions. In the event that more detailed policies and procedures are needed at an operational level where greater clarity and more transparency are important, the ED will bring recommendations for changes to the Board.
- Allow employees to be unaware of the Board's governing policies including, but not limited to, this treatment of staff policy, along with the ED's interpretations of staff's protections under this policy or be without access to a human resource contact to report concerns or request advice.
- Retaliate or allow retaliation against any employee for non-disruptive internal expression of dissent, or for reporting to management or to the Board (per the process for handling of grievances in the personnel policies) acts or omissions by management or the Board that the employee believes in good faith and based on credible information, constitute a violation of state or federal law or a governing policy of the board. Employees may not be prevented from grieving to the Board when (a) internal grievance procedures have been exhausted and (b) the employee alleges that board policy has been violated.
- Allow staff to be unprepared to deal with reasonably foreseeable emergency situations.
- Submit monitoring reports for this policy, which are more extensive than summary data, on the following:
 - Full-time employee (FTE) count by division
 - FTE location
 - Year-to-date and quarterly staff turn-over
 - Staff vacancies
 - Material changes to the employee policies
- Permit remote work by staff without the benefit of clearly stated and understood employee policies governing expectations for remote workers.
- Operate without a plan for monitoring and improving workplace culture that includes regular polling of staff perceptions and satisfaction regarding the Agency's working environment including the development of job and leadership skills to support the organization.

Procedure:

See above.

Links to other policies:

Accountability of ED

References:

Commission on Accreditation of Rehabilitation Facilities

Approved by:

Board Chair

Date



Policy Title Asset Protection

Policy Number	4209
Origin Date	5/27/26
Revision Dates	10/27/21
Reviewed Dates	
Approval Authority	Board of Directors

Purpose: To describe activities delegated to the Executive Director (ED) by the Board for the purpose of protecting the Agency's assets.

Scope: This policy applies to the ED and the Board.

Definition: ASSET PROTECTION refers to legal and financial activities that safeguard the Agency's resources from potential financial and other losses.

Policy:

The ED shall not cause or allow the Agency's assets to be lost, damaged, misused, unprotected, inadequately maintained, or unnecessarily risked. The ED is authorized to develop and implement administrative procedures to carry out this policy and is accountable to the Board for its effective execution. As otherwise enumerated in this *Policy Manual*, conversion or use of governmental property for personal or other purposes is contrary to Wyoming law and carries potential criminal penalties. See W.S. 6-5-110; also see W.S. 6-3-402.

Procedure:

Further, the ED shall not:

Allow the Agency to be without sufficient insurance coverage, including:

- Casualty losses and property losses to at least replacement value.
- Liability losses to Board members, staff, and the organization itself, in an amount equal to or greater than the average for comparable organizations.
- Employee theft and dishonesty.
- Cyber-security.

Subject facilities and equipment to improper wear and tear or insufficient maintenance.

Operate without employing risk management practices to minimize exposure of the Agency, the Board, staff, or their agents to claims of liability.

Allow procurements without reasonable protection against conflicts of interest.

Allow a purchase of any material amount without having compared prices and quality.

Allow the Agency's real property, information, resources, and files to be exposed to loss, improper access, misuse, or significant damage.

Operate without adhering to a Records Retention Schedule, approved by Wyoming State Statutes for the maintenance of documents and records.

Operate without internal controls over receipts and disbursements, and to prevent dissipation of assets, sufficient to meet the Board-appointed auditor's recommendations (as set forth in the auditor's Management Letter and/or other communications).

Compromise the independence and transparency of the Board's relationships with auditors or other providers of governance support. Such entities may not be engaged by the ED unless explicitly Board authorized.

Invest operating capital or reserve funds in a manner inconsistent with the Investment Policy or State law.

Endanger the Agency's public image or credibility.

Substantially alter the Agency's identity according to Wyoming State Statute.

Links to other policies:

Monitoring ED Performance

Accountability of ED

References:

Approved by:

Board Chair

Date



Policy Title Performance Evaluation of Executive Director

Policy Number	4210
Origin Date	11/29/23
Revision Dates	5/27/26
Reviewed Dates	
Approval Authority	Board of Directors

Purpose: The purpose of the Executive Director (ED) Performance Evaluation Policy is to provide a documented process for the Board to follow when evaluating the ED’s performance, providing him/her with feedback and determining his/her compensation. Nothing in this Section shall be construed to alter the “at-will” nature of employment with the Agency for any employee, including but not limited to the ED.

Scope: This policy applies to the ED and the Board.

Definition: PERFORMANCE APPRAISAL refers to the annual process of evaluating the ED’s job performance, providing feedback and recognition, and guiding development and organizational goals.

Policy:

It is the duty of the Board to annually evaluate the job performance of the ED regarding the day-to-day management of the Agency and its resources and the achievement of the Agency’s strategic priorities.

When the ED is eligible for “at risk” compensation, the annual evaluation also enfolds the quarterly feedback on progress toward the key performance indicators.

Performance shall be fairly and systemically evaluated in order to provide timely, clear, and focused feedback to the ED regarding his/her job performance in the following areas:

- Achieving key performance indicators that both parties have previously agreed upon as critical to advancing the Agency’s strategies and have defined targets and measurement criteria for each objective.

- Managing the Agency in a manner that is consistent with its mission, vision, and values; the County Commissioner’s priorities; maximizing resources; protecting its assets; effecting good judgment and decision making; and leading change.
- Conducting business in compliance with state and federal laws, regulatory, and accreditation standards; commonly accepted business practices; and professional ethics.

Procedure:

Time Table

1. No later than May 30, the ED shall provide a self-evaluation along with the achieved metrics for the key performance indicators to the Board for their consideration and reference in completing the twelve (12) month evaluation.
2. No later than June 15, each Board member shall complete an ED Performance Evaluation Template and forward to the Governance Committee. The quarterly feedback on the ED’s progress regarding the key performance indicators shall be included in the annual evaluation.
3. The Committee shall create a summary of the Template and the written responses. Written responses will be summarized in a manner that individual responses cannot be identified.
4. The summary shall be provided to the Board and the ED in advance of the Board meeting, which shall be held no later than the annual July meeting.
5. At the July meeting, in Executive Session, the Board and ED shall discuss the summary and, as appropriate and necessary, the ED will be provided an opportunity to present and discuss his/her self-evaluation with the Board.
6. The ED may subsequently be excused from executive session to permit the Board to conduct further discussions. If revisions to the summary are needed, the Board President shall ensure the Board’s final consensus summary is prepared and provided to the ED, whether at this meeting or at another time not later than the next regular Board meeting.
7. In Executive session the Board and ED shall discuss and confirm the business objectives on which the ED’s performance for the next evaluation period will be based. These objectives shall be used to evaluate the ED’s performance for the next evaluation period. The Board Chair may adjust the deadlines as necessary to accommodate changes in the Board Meeting schedule.
8. In open session the Board shall state the annual evaluation of the ED has been completed.

Documentation

1. Throughout the above process, the Board Chair shall establish and maintain a file containing a record of all relevant activities involving the ED Evaluation Process, including the ED Performance Evaluation Template, Evaluations completed by Board Members, Summary of Board Member Evaluations, Consensus Board Evaluation, etc.
2. Once the ED Evaluation Process is completed, the Board Chair shall provide the final Consensus Board Evaluation signed by the Board Chair and ED to the ED. The final, official record of the Board's evaluation of the ED shall be retained in a secure file in the County's IT system, along with all other correspondence and information related to ED. The Board Chair shall arrange for the destruction of all other materials/working documents collected throughout the process or shall preserve such documents in the minutes of lawfully designated and conducted executive sessions of the Board, as applicable.

Links to other policies:

Treatment of Clients
Treatment of Staff
Financial Conditions & Activities
Asset Protection

References:

Commission on Accreditation of Rehabilitation Facilities, Governance.

Approved by:

Board Chair

Date



Policy Title Board Orientation

Policy Number	4301
Origin Date	11/29/23
Revision Dates	5/27/26
Reviewed Dates	
Approval Authority	Board of Directors

Purpose: Board orientation helps new board members understand the mission and services of the Agency, the duties of the Board, and how to effectively fulfill these duties. This policy describes the information new Board members shall receive about the Agency and about their role and responsibilities.

Scope: This policy applies to the Board.

Definition: BOARD ORIENTATION is the process of introducing new Board members to Southwest Counseling Services and providing them with information needed to fulfill their role and responsibilities.

Policy:

There shall be a meaningful orientation process to orient all new Board members into the Board of Directors to ensure new members understand their roles and responsibilities, the Agency's mission and services, and the Board's dynamics.

The process shall be self-paced; however, all new Board members are expected to have completed the process within twelve (12) months of their appointment. At the end of the orientation, members should know the Agency's mission and values, its strategic priorities, programs and services, strengths and needs, as well as the larger ecosystem and its collective purpose.

The Board acts as a whole; therefore, problems should be called to the attention of the ED and/or the Board chair, as appropriate

Procedure:

Contact Information Provided by Agency

- Contact Information of Board officers and members, including email address @sweetwaterco.gov
- Contact information of Executive Director and Directors
- Agency's web site and Face Book page
- Biographies of Board members

History and Services Provided by Agency

- Agency's mission, vision, and values
- Agency's history
- Agency's services and their locations

Agency Organizational Structure Provided by Executive Director

- Organizational chart
- Introduction to key staff members and tour of Agency's facilities
- Wyoming Public Officer Training by county attorney pursuant to W.S. 9-1-510

Strategic Plan Provided by Chair of Strategic Planning Committee and/or Board Chair

- Most current strategic plan and priorities
- At risk compensation of Executive Director vis-à-vis strategic priorities
- Presentation regarding priority populations as determined by the County

Finances Provided by Board Chair, ED, Finance Director (FD), or Treasurer

- Operation and capital budgets for fiscal year
- Presentation by ED, FD, or Board treasurer on how to read and understand the Agency's financial reports
- Annual report to County Commissioners
- If possible, fiscal training as required by W.S. 9-1-510.

Board Organizational Structure Provided by Board Chair or designee

- Board bylaws
- Board charters and policies
- Discussion with Board Chair about the role of the board versus the responsibilities of the individual member

Links to other policies:

References:

Commission on Accreditation of Rehabilitation Facilities, Governance

Approved by:

Board Chair

Date



Policy Title Election of Board Officers Guidelines

Policy Number	4302
Origin Date	5/27/26
Revision Dates	
Reviewed Dates	
Approval Authority	Board of Directors

Purpose: To assure succession planning and a smooth transition of board officers.

Scope: This policy applies to the Board.

Definition: ELECTION OF OFFICERS is the formal process by which the Board members vote for its officers.

Policy:

At the annual meeting of the Board of Directors (Board), its members shall elect the following officers: Chair, Vice Chair, Secretary, and Treasurer.

The Governance Committee (Committee) is responsible for submitting this slate of officers to the Board, which shall be voted on by the full Board. In the event of a mid-year vacancy, the Committee is also responsible for recommending a candidate to fill the vacancy, within sixty (60) days of the vacancy.

Procedure:

- To assist the Board in electing its officers, the Committee shall accept suggested nominees, encourage participation by nominees, and present a ballot of nominees for Board vote.
 - Names of nominees should be submitted to the Committee in writing with the consent of the nominee.
 - Suggested names for the annual slate shall not be accepted after June 15.
 - Prior to the July (annual) meeting, the Committee shall meet with each nominee to ensure prior consent and to encourage their participation.

- The Committee shall compile a list of nominees and submit a ballot of the names of all candidates to be voted on by the full board at its annual meeting, which is the last Wednesday of July.
- The candidate with a majority vote is the “elected” candidate.
- In case of a tie, the winner shall be determined by the flip of a coin.

Links to other policies:

References:

Commission on Accreditation of Rehabilitation Facilities, Governance

Approved by:

Board Chair

Date



Policy Title Board Committee Principles

Policy Number	4303
Origin Date	10/29/23
Revision Dates	5/27/26
Reviewed Dates	
Approval Authority	Board of Directors

Purpose: To help the Board be more effective and efficient in discharging its fiduciary duties and to establish the framework for a productive relationship between the Board Committees (Committees) and the Executive Director (ED).

Scope: This policy applies to members of Board Committees and ED.

Definition: PRINCIPLES refer to fundamental rules governing the behavior of the Board's standing Committees.

Policy:

Board Committees are those established by and with authority emanating from the Board, regardless of whether their composition includes staff members. The only standing Board Committees are those set forth in the Board Bylaws and appropriately chartered with clear product, authorities, timeliness, and staff considerations. Standing committees of the Board are the following: Executive Oversight; Finance and Sustainability; Facilities and Technology; Governance and Policies; Health, Safety & Quality Improvement; Personnel/Workforce; and Strategic Planning.

Special committees may be appointed by the Chair with the approval of the Board for such special tasks as circumstances warrant. The special committees shall limit their activities to the accomplishment of the task for which they were created or appointed and shall have no power to act except as specifically conferred by the Board. Special committees shall be dissolved upon completion of their task.

Minutes shall be kept of all Committee meetings and shall be included in the regular Board packet of the month the meeting(s) occurred.

Procedure:

- Board committees are to help the Board do its job, not to help, advise, or exercise authority over the ED or staff.
- Board committees may only speak or act for the Board when formally given such authority for specific and/or time-limited purposes.
- Unless specifically authorized by the Board, a Committee may not make any commitment of the Agency's resources or funds.

Links to other policies:

References:

Approved by:

Board Chair

Date



Policy Title Annual Board Self-Assessment

Policy Number	4304
Origin Date	5/26
Revision Dates	
Reviewed Dates	
Approval Authority	Board of Directors

Purpose: The purpose of the annual Board self-assessment is to provide a documented process for the Board to follow when assessing its own performance and providing feedback regarding opportunities for improvement.

Scope: This policy applies to the Board.

Definition: BOARD SELF-ASSESSMENT is a reflective process where Board members evaluate their own performance, and the effectiveness of the Board as a whole, aiming to improve governance, accountability, and strategic effectiveness.

Policy:

It is the duty of the Board to annually assess its own performance in order to assess its performance as a whole, including how well it fulfills its own roles and responsibilities; the effectiveness of its meetings and its relationship with the Executive Director; and its oversight and strategic effectiveness.

Procedure:

- At the regular November Board meeting, the Governance Committee shall distribute a self-assessment survey form to each member. The form shall be one suggested by an accrediting body and consistent with the survey form used in previous years.
- By the end of the first week of December, the survey shall be returned to Governance.
- The Committee will analyze the responses to identify trends, strengths, and areas for improvement and makes a report to the Board.

- At the December meeting, the Board shall discuss the results in Executive Session and set priorities, or create an action plan to address identified issues, enhance skills, and improve overall governance practices.
- The action plan shall be approved by the Board in open session and become part of the December meeting minutes.

Links to other policies:

References:

Commission on Accreditation of Rehabilitation Facilities, Governance

Approved by:

Board Chair Date



Policy Title Policy & Governance Document Approval Matrix

Policy Number	4305
Origin Date	5/27/26
Revision Dates	
Reviewed Dates	
Approval Authority	Board of Directors

Purpose: To establish the type of policies for which the Board is responsible.

Scope: This policy applies to the Board.

Definition: An APPROVAL MATRIX POLICY is a structured framework that defines who has the authority to approve decisions, actions, or documents within an organization, streamlining work-flows and enhancing accountability.

Policy: The Board shall approve policies that relate to the Agency’s governance, as well as policies that have legal, financial, accreditation, or ethical implications, including duties outlined in W.S. 35-1-611 *et. seq.* that states the Board shall oversee the management and operation of the Agency, ensuring that all policies and governance documents are consistent with the Agency’s strategic priorities, ethical standards, and comply with legal, regulatory, and accreditation requirements.

Procedure:

Document Type	Approval Responsibility	Rationale
Governance Policies	Board	Ensures alignment with legal, ethical, compliance, accreditation, and strategic direction and oversight responsibilities
Board Committee Charters	Board	Defines the authority, scope, and responsibilities of Board committees.
Health, Safety, and Continuous Quality	Board	Ensures compliance with the accrediting

Improvement Programs and annual plan		organization and other regulatory agencies
Document Type	Approval Responsibility	Rational
Financial & Compliance Policies	Board	Strategic priorities and fiscal oversight
Strategic Plan	Board	Aligns mission with long-term sustainability and growth
Business Continuity & Disaster Recovery Plan	ED	Ensure preparedness for system failures, emergencies, and disasters
Conflict of Interest & Code of Conduct	Board	Mitigation of ethical risks
Informed Consent & Client Rights Policies	Board	Aligns with legal standards and client care rights
Facility Use & Capital Projects	Board	Ensures alignment with financial planning and operational capacity
Vendor & Third-Party Agreements	Board	Ensures oversight of financial and legal risks
Accrediting Agency and Wyoming Department Behavioral Health policies	ED	Clinical and operational compliance with accreditation standards and funders
Departmental Clinical Policies	ED	Compliance with regulatory and accreditation standards
Routine Administrative Policies	ED	Supports efficient Agency administration
Employee Governance Policies (eg Code of Conduct, Executive Compensation, Whistleblower Protection)	Board	Aligns with governance, ethics, and leadership expectations
HR Compliance & Legal Risk Policies (eg Anti-Discrimination, Workplace Safety, HIPPA, Anti-Harassment)	Board	Legal compliance and risk mitigation
Operational HR Policies (eg employee benefits, leave, evaluations remote work)	ED	Compliance with state and federal employment laws and regulations

IT Security & Data Protection	ED	Protects sensitive Agency data and meets regulatory security requirements
Telehealth and remote client care policies	ED	Defines telehealth guidelines, compliance, and liability protection

Links to other policies:

References:

W.S. 35-1-611 *et. seq.*

Approved by:

Board Chair Date



Policy Title Executive Compensation Plan

Policy Number	4306
Origin Date	11/29/23
Revision Dates	5/27/26
Reviewed Dates	
Approval Authority	Board of Directors

Purpose: The policy is to establish how the Board of Directors (Board) of Southwest Counseling Services (Agency) establishes compensation for the Executive Director (ED). Nothing in this or any other *Policy* contained herein alters the “at-will” nature of employment with the Agency for any employee, including but limited to the ED.

Scope: The Executive Director and the Board.

Definition: EXECUTIVE COMPENSATION PLAN is a plan that combines the salary, benefits, and, sometimes, at-risk compensation a company offers its executives in exchange for their services.

Policy:

The Executive Director of Southwest Counseling Services (Agency) is its principal representative and the person responsible for its efficient operation. Therefore, in order to attract and retain talented executives, it is the desire of the Agency is to provide a fair, yet reasonable, and not excessive compensation for the Executive Director. The process for determining compensation is as follows: The Executive Oversight & Compensation Committee, in consultation with the Board, shall annually evaluate the Executive Director on his/her performance, and ask for his/her input on matters of performance and compensation.

The annual process for determining compensation for the ED is set forth below.

Procedure:

Salary Determination and Timeliness:

- Each year, in January or February, the Executive Oversight Committee of the Board (Committee), in consultation with the ED, *may* conduct a salary survey for the position of the ED.
 - The results of this survey shall be provided to the Board, along with recommendations for Board approval.
- At the Committee’s April meeting, the Committee shall use the results of the survey (if conducted), the recommendations for at-risk compensation provided by the ED (if utilized), plus other relevant information provided by the ED in advance of the meeting to formulate its recommendation to the Board regarding the ED’s salary, benefits, and, if utilized, at-risk compensation. This recommendation shall be brought to the April Board meeting for information and discussion.
- At the Board’s May, the full Board, in Executive Session, shall decide on the ED salary for the upcoming fiscal year, including any adjustment to the salary and/or benefits, and, if utilized, at-risk compensation. The ED employment contract shall be updated at this time to reflect the agreed upon salary, benefits, and at-risk compensation, if utilized.
 - This shall be confirmed in open session and the minutes of the May Board meeting shall reflect the ED Job Description, contract, and the amount of the compensation package were accepted.
- **Criteria for Determining the Salary and At-Risk Compensation of the ED**
 - Desires and input from the ED
 - Input for the Committee and Board
 - Length of tenure in the position
 - Cost of living data
 - Financial status of the Agency
 - Strategic priorities of the Board
 - Salary survey data

Other Considerations

- The ED shall not be eligible for any general salary increases provided other employees; however, he/she shall be eligible for any other one-time bonuses or one-time payments provided to other employees.

Links to other policies and documents:

Annual Evaluation of the Executive Director
 Executive Director Job Description

References:

Approved by:

Board Chair Date



Policy Title Board Meeting Guidelines

Policy Number	4307
Origin Date	11/29/23
Revision Dates	5/27/26
Reviewed Dates	
Approval Authority	Board of Directors

Purpose: To provide guidelines to help the Board be more effective and efficient in discharging its fiduciary duties by establishing a framework that fosters efficiency, effectiveness, transparency, and respectful decision-making.

Scope: This policy applies to members of Board and the ED.

Definition: GUIDELINES refer to recommended procedures governing the planning, conducting, and recording the Board’s monthly meeting.

Policy: To ensure its regular monthly meetings are efficient and provide effective oversight, ensure accountability, and foster good decisions, the Board shall use the following procedure.

Procedure:

Plan a Clear Agenda

- The monthly meeting agenda is planned by the Board Chair and the ED, working together.
- The first month of each quarter is set aside for review and discussion of the Board’s strategic priorities.
- Consent agenda is used for routine reports and non-controversial items that require approval but unlikely to engender discussion.
- Priority is given to strategic and mission-critical decisions and less emphasis is given to retrospective information.
- All agenda items must include a brief description, relevant background materials, and a clear purpose (e.g., decision, discussion, or information).

- Agenda and supporting materials are sent to Board members at three business days prior to the regular, monthly meeting.

Conduct an Open Meeting

- The Board Chair, or his/her designee, conducts the meeting, in accordance with Roberts Rules of Order and Wyoming State open meeting laws.
- Members shall come prepared, enabling informed discussions and faster decision making.
- Members shall engage in polite discourse by valuing all opinions and clearly stating comments to surface diverse perspectives. Members shall avoid side conversations and the use of electronic devices (unless required as support for the discussion.)
- Employees may be called upon to provide additional information regarding a subject under discussion.
- Decisions shall be in accordance with the Agency's mission and its strategic priorities.
- The Board acts as a whole. This doesn't imply unanimity or lack of diversity, but once a decision has been made, individual board members shall publicly support the decision, until it is changed by the Board.
 - Confidential information shall not be discussed or communicated, in any form, outside of its meetings.

Preserve the Record of the meeting

- The Board Secretary records the minutes of all Board meetings and sees that minutes of routine meetings, as well as Special and Emergency meetings, are distributed in the next month's board packet.
 - Minutes of regular, special, and emergency meetings are stored on the Agency's website and on a secure, digital file maintained by the Sweetwater County Human Resources Department.
- The Board Secretary records the minutes of the Executive Session of any board meeting.
 - Minutes of the Executive Session are stored in a secured container within the Director of Human Resources' office. Only the Board members and the Sweetwater County Attorney's Office shall have the combination to such container.
 - After each executive session, and properly made, seconded, and carried *Motion* to seal executive session minutes, the Secretary shall place such minutes, along with any deliberative or other material discussed or presented in executive session, in an envelope. The Secretary shall then sign, date, and seal the envelope. The Secretary shall then place such minutes in the above-described container without delay. Executive session minutes **shall not be opened absent a valid Court Order.**

Links to other policies:

References:

Approved by:

Board Chair

Date



Policy Title Board Communication Policy

Policy Number	4308
Origin Date	11/29/23
Revision Dates	5/27/26
Reviewed Dates	
Approval Authority	Board of Directors

Purpose: This policy is to ensure that all internal and external communications by Board members are handled appropriately and, in a manner, that best serves the Agency. This policy ensures that all internal and external communications are consistent, accurate, and aligned with the Agency’s mission, values, and brand identity

Scope: This policy applies to members of Board.

Definition: GUIDELINES refer to recommended procedures governing the internal and external communication of the Board.

Policy: The Board recognizes that trust can be enhanced and potential problems and conflicts can be avoided by having a clear policy that addresses internal and external communications. Therefore, with the desire to promote trust and transparency; maintain a consistent voice and message across all channels; and protect the Agency’s reputation and credibility, the Board shall adhere to the following procedure.

Procedure:

Roles and Responsibilities

- The Executive Director, in consultation with the Board Chair, shall approve all official statements, press releases, and crisis communications.
- Board members shall refer all media inquiries to the Board Chair and the Executive Director. Only the designated spokesperson may speak for the Agency.
- When a statement from the Board is required, the Board Chair shall make the statement.

- Board members asked to make presentations to external groups shall indicate they are not speaking on behalf of the Agency, unless the Board member has specifically been authorized to do so by the Board.
- Board members shall not contact the Agency’s vendors, consultants, researchers, or other stakeholders with regard to the Agency’s business, but shall refer all inquiries to the Board Chair and the ED.
- Employees shall follow Agency guidelines when speaking or posting on behalf of the organization.

Board/Employee Communication

- Board members shall not deal with individual employee or client complaints but shall refer the complainant to the ED for resolution.
- If a Board member needs substantive information or assistance, their primary contact is the Board Chair and the ED.
- While Board members may interact with employees, such contact should be limited and is best conducted through the ED.

Social Media

- Only authorized personnel may post on the Agency’s official accounts.
- It is best practice for Board members to avoid posts relating to or concerning the Agency or its business on their personal accounts; however, the Board acknowledges the right to free expression as defined by the U.S. and Wyoming constitutions. Nothing in this *Policy* or the *Policy Manual* writ large is intended to unlawfully abridge such rights. Board members, employees, contractors, and volunteers retain their right to free expression provided their communications are lawful and not otherwise contrary to policy. Where Board members elect to communicate about the Agency using private accounts, they must clearly state that they do so in their individual capacity and not as representatives of the Board as a whole.

- **Crisis Communication**

- The ED shall communicate with the Board Chairperson, Officers and/or Committee Chairpersons between meetings if and when issues arise that require immediate attention.
- Board members shall follow the Agency’s crisis communication plan for emergencies, lawsuits, and other sensitive issues.

Links to other policies:

References:

Approved by:

Board Chair Date



Policy Title Monitoring Executive Director Performance

Policy Number	4309
Origin Date	5/27/26
Revision Dates	
Reviewed Dates	
Approval Authority	Board of Directors

Purpose: The purpose is to describe authority and responsibilities of the Board regarding monitoring of the performance of the Executive Director (ED).

Scope: This policy applies to the ED and the Board.

Definition: MONITORING refers to the ongoing oversight of the ED’s job performance against applicable objectives and policies and the detection of emerging material issues.

Policy:

To ensure fulfillment of its fiduciary obligations, the Board shall fairly and systematically monitor the ED’s job performance to assess whether reasonable achievements of the Agency’s strategic goals and priorities are being achieved in a timely fashion and whether operational activities fall within legal, regulatory, prudent, and ethical boundaries.

All strategic goals and other directives instructing the ED shall be monitored at a frequency and by a method chosen by the Board. The Board may monitor any goal or directive at any time by any method, but will ordinarily depend on the following routine schedule:

- Routine ED’s report provided at the regular monthly Board meeting.
- Emerging issues may be identified through ED’s monthly and/or quarterly reports, by a Board member’s concerns regarding the data being presented, whistle-blowers’ complaints, or by an external stakeholder.
- Indication of rapid and material deviation from strategic goals, regular operational activities, and/or emerging issues identified by ED, a board member, or from another stakeholder.

Procedure:

Strategic goals, operational activities, and emerging issues may be monitored by one or more of three methods:

- Internal Reports: The ED discloses in writing his/her interpretations, along with data supporting his/her assessment of accomplishment of, or compliance with, the issue under review. As appropriate, the ED may present information supporting the "reasonableness" of his/her interpretation.
- External report: An external disinterested third party selected by and reporting to the Board assesses the validity of the Board's concerns vis-à-vis the ED's understanding of the issue under review.
- Direct board inspection: Designated Board members assess the accomplishment of, or compliance with, a given directive, as reasonably interpreted by the ED.

In every case, the Board is committed to accepting any reasonable ED interpretation of the issue being monitored.

The Board is the judge of reasonableness and will always use the "reasonable person" test (whether the ED acted as a reasonably prudent executive would do in that context), even if those choices differ from those the Board or any of its members may have made.

In every case, the Board will judge whether:

- The ED's interpretation is reasonable and the data demonstrate reasonable accomplishment of, or compliance with, the ED's interpretation.
- If the Board determines that the ED's interpretations are not reasonable, or if data does not demonstrate reasonable accomplishment of, or compliance with, a Board policy as interpreted, the Board will convey its concern to the ED.
 - Such discussions will be in Executive/Closed Session. If the concerns are not constructively addressed in a reasonable amount of time, the Board's concerns may result in termination.

Links to other policies:

Treatment of Staff
Financial Conditions and Activities
Asset Protection
Safety and Continuous Quality Improvement
Treatment of Clients

References:

Approved by:

Board Chair Date

FORMDR SAAS SERVICES AGREEMENT

This FormDr SaaS Services Agreement (the “**Agreement**”), is entered into this 1st day of May 2026 (the “**Effective Date**”), between Stoic Technology Corporation, a Texas Corporation, doing business as FormDr, with its principal place of business at 19 Digital Drive Suite F, Novato, CA 94949, San Francisco, CA (the “**Company**”), and _____, with its principal place of business at _____ (the “**Customer**”). Company and Customer are sometimes referred to jointly as the “parties” or singularly as a “party.”

CONTRACT TERMS SUMMARY

Services Effective Date: May 13, 2026.

Service Term: Two years from the date of the Services Effective Date.

Subscription Services: Hosting of and access to Company’s FormDr software (the “**Platform**”), a web-based “software-as-a-service” platform that facilitates the collection of customer and/or patient intake information using secure online forms (the “**Subscription Services**”).

Professional Services:

- (1) Account Provisioning. On or before the Services Effective Date, Company will provision (i) (1) global administrator account for Customer and (ii) as well one (1) limited administrator account (each, “**Account**”) for each separate and distinct user (i.e., a branch, team, location, division) of Customer’s business (each, a “**Account**”).
- (2) Initial Training. Company will provide initial training for Authorized Users that is limited to one (1) thirty (30)-minute telephone call and computer screen share session per Account for the limited purpose of demonstrating to the Authorized User of that Account the core features of the Platform and the best practices for using the Platform and Services for the benefit of Customer’s business.
- (3) Technical Support. During the Term, Company will provide technical support by telephone during Company’s normal business hours of 8:00 a.m. through 5:00 p.m. Pacific Time, Monday through Friday. Company may amend its normal business hours from time to time and without notice to Customer.

Number of Accounts: One (1).

Service Fees: \$3200.00 per year.

Additionally, Customer may elect to increase the service capacity for any particular month for an additional, non-refundable fee of \$1.00 per any of the following additional; 100 MB Space, 10 Monthly Submissions, 10 Monthly Form Views, 10 SMS Invites, 10 PDF Exports, 10 CSV Exports, 10 Email Invites, 10 Signers.

Additionally, Customer may elect to build API, HL7, and Webhook integrations, each are subject to \$0.01 per call.

Renewal Fee Increase Percentage Five percent (5.00%).

Service Capacity: During the Term, Customer may create, host, and use an unlimited number of FormDr forms, packets, and documents for and may collect information from an unlimited number of Customer’s patients, clients, or customers (the “**End Users**”); provided, however, that number of permitted FormDr forms submitted through the Platform by End Users across all Accounts shall be cumulatively limited to 2,500 Submissions, 2,500 Signers, 50 GB of Space, 5,000 Form Views, 1,000 SMS Invites, 1,000 Email Invites, 1,000 PDF Exports and 1,000 CSV Exports per month.

RECITALS

WHEREAS, Customer desires to obtain access to the Services with respect to certain of its information technology needs; and Company wishes to provide the Services to Customer, each on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. SERVICES

1.1. Purpose. This Agreement sets forth the terms and conditions under which Company agrees to provide to Customer (i) the Subscription Services to Authorized Users, and (ii) the Professional Services (together with the Subscription Services, the **"Services"**) related to Customer's access to, and use of, such Subscription Services and the Platform, as further set forth in this Agreement.

1.2. The Services; Access and Use License. Subject to the terms and conditions of this Agreement, during the Term, Company shall use commercially reasonable efforts to provide (i) to Customer and Authorized Users access to the Platform, and (ii) to Customer the Professional Services. Subject to the terms and conditions of this Agreement, during the Term, Company hereby grants to Customer and Authorized Users a non-exclusive, non-transferrable, non-sublicensable, worldwide license to access and use the Platform, solely for the purposes set forth herein.

1.3. Changes to Platform. Company may, in its sole discretion, make any changes to the Platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Company's products or services to its customers, (b) the competitive strength of, or market for, Company's products or services, (c) the Platform's cost efficiency or performance, or (ii) to comply with applicable law.

2. PLATFORM ACCESS AND AUTHORIZED USERS

2.1. Administrative Users. During the configuration and set-up process for the Platform, Customer will identify an administrative email address to be used as the username for Customer's global administrator account login credentials. A temporary password for the global administrator account will be generated and delivered to Customer following account provisioning. Company reserves the right to refuse registration of usernames it deems, in its sole discretion, to be inappropriate.

2.2. Authorized Users. Customer may allow Customer's employees, independent contractors, and/or franchisees to use the provisioned Location Accounts to access the Platform on behalf of Customer as **"Customer Users;"** provided, however, that each Location Account shall represent a separate and distinct Location and may not be shared between two (2) or more physical locations of Customer's business. Authorized User subscriptions are for designated Authorized Users and cannot be shared or used by more than one Authorized User but may be reassigned to new Authorized Users replacing former Authorized Users who no longer require ongoing use of the Platform.

2.3. Conditions to Use. As a condition to access and use of the Platform, (i) Customer hereby agrees and each Authorized User shall agree to abide by the terms of Company's end-user terms of use which it may adopt from time to time and (ii) Customer Users shall agree to abide by the terms of this Agreement, and in each case Customer shall ensure such compliance. Customer shall immediately notify Company of any violation of the terms of any of the foregoing by Customer or any Authorized User upon becoming aware of such violation and shall be liable for any breach of the foregoing agreements by Customer or any Authorized User.

2.4. Account Responsibility. Customer will be responsible for (i) all uses of any account that Customer has access to, whether or not Customer has authorized the particular use or user, and regardless of Customer's knowledge of such use, and (ii) securing its global administrator and Authorized User accounts, passwords (including, but not limited to, administrative and user passwords) and files. Company is not responsible for any losses, damages, costs, expenses, or claims that result from stolen or lost passwords.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1. Software Restrictions. Customer will not, nor permit or encourage any third party to, directly or indirectly (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover or derive the source code, object code, or underlying structure, ideas, know-how, or algorithms relevant to the Platform or any software, documentation, or data related to the Platform (collectively, the **"Software"**); (ii) modify, translate, or create derivative works based on the Platform or any Software; (iii) use the Platform or any Software for timesharing or service bureau purposes or other computer service to a third party; (iv) modify, remove, or obstruct any proprietary notices or labels; or (v) use the Platform or any Software in any manner to assist or take part in the development, marketing, or sale of a product potentially competitive with the Platform or such Software. For the avoidance of doubt, the Software and the Services, including all user-visible aspects of the Services, are the Confidential Information of Company, and Customer will comply with Section 4 with respect thereto.

3.2. **Customer Compliance.** Customer shall use, and will ensure that all Authorized Users use, the Platform, Software, and the Services in full compliance with this Agreement, the Platform's terms of service, and all applicable laws and regulations. Customer represents and warrants that it (i) has accessed and reviewed any terms of use or other policies relating to the Platform, (ii) understands the requirements thereof, and (iii) agrees to comply therewith. Company may suspend Customer's account and access to the Platform and performance of the Services at any time and without notice if Company believes that Customer is in violation of the terms and conditions of this Agreement. Although Company has no obligation to monitor Customer's use of the Platform, Company may do so and may prohibit any use it believes, in its sole discretion, may be (or alleged to be) in violation of the forgoing.

3.3. **Cooperation.** Customer shall provide all cooperation and assistance as Company may reasonably request to enable Company to exercise its rights and perform its obligations under, and in connection with, this Agreement.

3.4. **Training and Education.** Customer shall use commercially reasonable efforts to cause Customer Users to be, at all times, educated and trained in the proper use and operation of the Platform and to ensure that the Platform is used in accordance with applicable manuals, instructions, specifications, and documentation as may be provided by Company from time to time.

3.5. **Customer Systems.** Customer shall be responsible for obtaining and maintaining both the functionality and security of any equipment and ancillary services needed to connect to, access, or otherwise use the Platform, including, but not limited to, computers, operating systems, modems, and networking hardware.

3.6. **Restrictions on Export.** Customer may not remove or export from the United States or allow the export or re-export of the Software or anything related to the Platform, Software, or Services, or any direct product thereof in violation of any restrictions, laws, or regulations of any United States or foreign agency or authority.

3.7. **DFARS.** The Platform, Software, and Services and any documentation provided by Company are deemed to be "commercial computer software" and "commercial computer software documentation" pursuant to Defense Federal Acquisition Regulation Supplement, codified under Chapter 2 of Title 48, United States Code of Federal Regulations, Section 227.7202, and Federal Acquisition Regulation, codified in Title 48 of the United States Code of Federal Regulations, Section 12.12. Any use, modification, reproduction, release, performance, display, or disclosure of the Software or documentation by the United States Government is governed solely by this Agreement and is prohibited except to the extent expressly permitted by this Agreement.

4. CONFIDENTIALITY

4.1. **Confidential Information.** Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has been, and may be, exposed to or acquired business, technical, or financial information relating to the Disclosing Party's business (hereinafter referred to as the "**Confidential Information**"). Confidential Information of Company includes non-public information regarding features, functionality, and performance of the Platform and Software. Confidential Information of Customer includes non-public data provided by Customer to Company to enable the provision of access to, and use of, the Services as well as all content, data, and information recorded and stored by the Platform for Customer (the "**Customer Data**"), but explicitly excludes Vendor Information (defined below). The terms and conditions of this Agreement, including all pricing and related metrics, are Company's Confidential Information.

4.2. **Exceptions.** Notwithstanding anything to the contrary contained in Section 4.1, Confidential Information shall not include any information that the Receiving Party can document (i) is or becomes generally available to the public, (ii) was in possession or known by it prior to receipt from the Disclosing Party, (iii) was rightfully disclosed to it without restriction by a third party, or (iv) was independently developed without the use of any Confidential Information of the Disclosing Party.

4.3. **Non-Use and Non-Disclosure.** With respect to Confidential Information of the Disclosing Party, the Receiving Party agrees to: (i) use the same degree of care to protect the confidentiality, and prevent the unauthorized use or disclosure, of such Confidential Information it uses to protect its own proprietary and confidential information of like nature, which shall not be less than a reasonable degree of care, (ii) hold all such Confidential Information in strict confidence and not use, sell, copy, transfer, reproduce, or divulge such Confidential Information to any third party, (iii) not use such Confidential Information for any purposes whatsoever other than the performance of its obligations under, or as otherwise authorized by, this Agreement.

4.4. **Compelled Disclosure.** Notwithstanding Section 4.3, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent necessary to comply with a court order or applicable law; provided, however, that the Receiving Party delivers reasonable advance notice of such disclosure to the Disclosing Party and uses reasonable efforts to secure confidential treatment of such Confidential Information, in whole or in part.

4.5. **Remedies for Breach of Obligation of Confidentiality.** The Receiving Party acknowledges that breach of its obligation of confidentiality may cause irreparable harm to the Disclosing Party for which the Disclosing Party may not be fully or adequately compensated by recovery of monetary damages. Accordingly, in the event of any violation, or threatened violation, by the Receiving Party of its obligations under this Section 4, the Disclosing Party shall be entitled to seek injunctive relief from a court of competent

jurisdiction in addition to any other remedy that may be available at law or in equity, without the necessity of posting bond or proving actual damages.

5. PROPRIETARY RIGHTS

5.1. **Ownership.** Customer shall own all right, title, and interest in and to the Customer Data. Company shall own and retain all right, title, and interest in and to (i) the Platform, Software, and Services and all improvements, enhancements, or modifications thereto, any software, applications, inventions, or other technology developed in connection with the Services, and (iii) all intellectual property and proprietary rights in and related to any of the foregoing (collectively, the “**Services IP**”). To the extent Customer acquires any right, title, or interest in any Services IP, Customer hereby assigns all of its right, title, and interest in such Services IP to Company.

5.2. **Customer Data License.** Customer hereby grants to Company a non-exclusive, transferrable, sublicensable, worldwide, and royalty-free license to use and otherwise exploit (i) Customer Data to provide the Services to Customer hereunder and as necessary or useful to monitor and improve the Platform, Software, and the Services, both during and after the Term and (ii) Vendor Information for any lawful purpose. “**Vendor Information**” means any Vendor list or Vendor contact information that is provided to Company by Customer or uploaded to the Platform by or on behalf of Customer. For the avoidance of doubt, Company may use, reproduce, and disclose Platform-, Software-, and Services-related information, data, and material that is anonymized, de-identified, or otherwise rendered not reasonably associated or linked to Customer or any other identifiable individual person or entity for product improvement or other lawful purposes, all of which information, data, and material will be owned by Company. It is also Customer’s sole responsibility to back-up Customer Data during the Term, and Customer acknowledges that it will not have access to Customer Data through Company or the Platform following the expiration or termination of this Agreement.

5.3. **No Other Rights.** No rights or licenses are granted to either party except as expressly set forth herein.

6. FEES & PAYMENT

6.1. **Renewal Fees.** Upon the commencement of each Renewal Term, (i) Customer shall be liable to Company for the payment of a Renewal Fee. Customer hereby consents to Company charging any such Renewal Fee to the credit card, or other payment, associated with Customer’s account without need to provide any further notice or receive any further consent. Each “**Renewal Fee**” shall equal the Service Fee or Renewal Fee, as applicable, due to Company during the previous term as may be increased in Company’s sole discretion by a percentage up to the Renewal Fee Increase Percentage; provide, however, that if the Initial Term was greater than one (1) year, for purposes of calculating the Renewal Fee the Service Fee shall be prorated to one (1) year.

6.2. **Payment.** Customer shall pay Company, in advance, by credit card, the Service Fees during each month of the Term. During the Term of this Agreement, Customer shall at all times keep a valid credit card for payment on file with Company. Unpaid amounts for Services received by Customer are subject to a finance charge of one and one-half percent (1.5%) per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, including, but not limited to, reasonable and necessary attorney’s fees. In addition to any other remedies available, Company may suspend the Services in the event of a payment delinquency, and the election of Company to not suspend such Services follow any payment delinquency shall not be considered a waiver of any of its rights under this Agreement in the event of such a delinquency.

6.3. **Payment Disputes.** If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than thirty (30) days after the closing date on the first billing statement in which the believed error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Company’s customer support department or the applicable Account Manager.

6.4. **Taxes.** Customer shall pay, and shall be liable for, all taxes relating to Company’s provision of the Services hereunder. Company shall pay, and shall be liable for, taxes based on its net income or capital.

6.5. **No Deductions or Setoffs.** All amounts payable to Company hereunder shall be paid by Customer to Company in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason except as may be required by applicable law.

6.6. **Subpoena Expenses.** If Company has to provide information in response any subpoena related to Customer’s account, then Company may charge Customer for Company’s costs. Such charges may include fees for attorney and employee time spent retrieving records, preparing documents, and participating in depositions or other legal processes, out-of-pocket costs, and all other costs reasonably incurred in complying with such legal processes.

7. TERM AND TERMINATION

7.1. **Term.** This Agreement shall remain in effect from the Services Effective Date and continue for the Service Term until its termination as provided below (the “**Term**”). The Service Term shall automatically renew for additional one (1)-year periods (each a “**Renewal Term**”), unless written notice of non-renewal is received by the other party at least sixty (60) days prior to the expiration of the then-current term.

7.2. **Termination.** In addition to any other remedies it may have, either party may terminate this Agreement upon written notice if the other party fails to pay any amount when due or otherwise materially breaches this Agreement and fails to cure such breach within thirty (30) days or as agreed upon by both parties after receipt of written notice of such breach from the non-breaching party.

7.3. **Effect of Termination.** Upon termination of this Agreement, Customer shall immediately cease all use of, and all access to, the Subscription Services, and Company shall immediately cease providing the Professional Services. If (i) Company terminates this Agreement pursuant to the first sentence of Section 7.2, or (ii) Customer terminates this Agreement pursuant to clause (i) of the last sentence of Section 7.2, all Fees that would have become payable had each this Agreement remained in effect until expiration of its current term will then become immediately due and payable.

7.4. **Survival.** Sections 3.1, 4-6, 7.2, 7.4, and 9-17 shall survive any termination or expiration of this Agreement. All other rights and obligations shall be of no further force or effect in the event of any termination or expiration of this Agreement.

8. WARRANTY AND DISCLAIMER

8.1. **Warranties.** Company represents and warrants that it will perform the Professional Services in a professional and workmanlike manner. Each party represents and warrants that it has the legal power to enter into this Agreement. Additionally, Customer warrants that (i) Customer owns or has a license to use and has obtained all consents and approvals necessary for the provision and use of all of the Customer Data that is stored on, transmitted via, or recorded by the Platform and the Services; (ii) the provision and use of Customer Data as contemplated by this Agreement and the Platform and the Services does not and shall not violate any Customer's privacy policy, terms of use, or other agreement to which Customer is a party or any law or regulation to which Customer is subject; and (iii) no Customer Data will include social security numbers or other government-issued identification numbers, account numbers, credit card numbers, debit card numbers, credit report information, or other personal financial information.

8.2. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, COMPANY DOES NOT WARRANT THAT ACCESS TO THE PLATFORM, SOFTWARE, OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES. FURTHER, COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SERVICES PROVIDED BY THIRD PARTY TECHNOLOGY SERVICE PROVIDERS RELATING TO OR SUPPORTING THE PLATFORM, INCLUDING HOSTING AND MAINTENANCE SERVICES, AND ANY CLAIM OF CUSTOMER ARISING FROM OR RELATING TO SUCH SERVICES SHALL, AS BETWEEN COMPANY AND SUCH SERVICE PROVIDER, BE SOLELY AGAINST SUCH SERVICE PROVIDER. THE PLATFORM, SOFTWARE, AND SERVICES ARE PROVIDED "AS IS," AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. INDEMNITY

Company will defend Customer against any claim, suit, demand, or action made or brought against Customer by a third party alleging that the Services, or Customer's sue or access thereof in accordance with this Agreement, infringes any intellectual property rights of such third party, and will indemnify and hold harmless Customer from any damages, losses, liabilities, costs, and fees (including reasonable and necessary attorney's fees) finally awarded against Customer in connection with or in settlement of any such claim, suit, demand, or action. The foregoing obligations do not apply with respect to portions or components of the Platform or any Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery, or granting of access, by Company, (iv) combined with other products, processes, or materials where the alleged infringement relates to such combination, (v) where Customer continues the allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Services is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Platform is held by a court of competent jurisdiction to be or is believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Platform to be non-infringing, provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Platform, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Platform. This Section states Customer's sole and exclusive remedies for claims of infringement.

10. LIMITATION OF LIABILITY

IN NO EVENT SHALL (I) EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, EXCEED IN THE AGGREGATE THE TOTAL FEES PAID OR OWED BY CUSTOMER HEREUNDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM (SUCH AMOUNT BEING INTENDED AS A CUMULATIVE CAP AND NOT PER INCIDENT), AND (II) EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, HOWEVER CAUSE, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS AND DISCLAIMERS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1 Governing Law. The laws of California, USA, will govern this Agreement, excluding its conflicts of laws principles and the United Nations Convention on the International Sales of Goods.

11.2 Efforts to Resolve Disputes. Before pursuing formal proceedings, both Parties agree to attempt to resolve disputes amicably by notifying each other and negotiating in good faith for thirty (30) days.

11.3 Mandatory Arbitration. If disputes are not resolved informally, they will be settled by arbitration under the JAMS International Arbitration Rules, conducted by one arbitrator in San Francisco, California, unless otherwise agreed. The arbitration will be conducted in English, and the arbitration award may be enforced in any court with jurisdiction.

12. SECURITY

Company may, from time to time, host and/or maintain the Platform using a third-party technology service provider, and Customer acknowledges that Company cannot offer any additional or modified procedures other than those put in place by such technology provider with respect to such technology service.

13. PUBLICITY

Customer agrees that Company may identify Customer as a customer and use Customer's logo and trademark in Company's promotional materials. Customer may request that Company stop doing so by providing written notice of such request to Company at any time. Customer acknowledges that it may take Company up to thirty (30) days to process such request. Notwithstanding anything in this Section 13 to the contrary, Customer acknowledges that Company may disclose the existence and terms and conditions of this Agreement to its advisors, actual and potential sources of financing, and to third parties for purposes of due diligence.

14. NOTICES

All notices, consents, and other communications between the parties under or regarding this Agreement must be in writing (which includes email and facsimile) and be addressed as follows:

If to Company:

c/o Jake Young
18718 Fern Street
Cypress, Texas 77429
jake@formdr.com

If to Customer:

All communications will be deemed to have been received on the date actually received. Either party may change its address for notices by giving written notice of the new address to the other party in accordance with this Section.

15. FORCE MAJEURE

Company is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to, acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions, or acts of hackers, internet service providers, or any other third party, or the acts or omissions of Customer or any Authorized User.

16. ASSIGNMENT

Neither party may assign this Agreement to any third party without the prior written consent of the other party; provided, however, that no consent is required in connection with an assignment to an affiliate or in connection with any merger, reorganization, consolidation, sale of assets, or similar transaction. Company may sublicense any or all of its obligations hereunder. For the avoidance of doubt, a third-party technology provider that provides features or functionality in connection with the Platform shall not be deemed a sublicensee under this Agreement.

17. MISCELLANEOUS PROVISIONS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement, along with the HIPPA Business Associate Addendum attached hereto as Addendum "A," is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this

Agreement, and neither party has authority of any kind to bind the other party in any respect whatsoever. The heading references herein are for convenience purposes only and shall not be deemed to limit or affect any of the provisions hereof. Unless otherwise indicated to the contrary herein by the context or use thereof: (i) the words "hereof," "hereby," "herein," "hereto," and "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular Section or paragraph of this Agreement; (ii) the words "include," "includes," or "including" are deemed to be followed by the words "without limitation;" references to a "Section" or "Exhibit" are references to a section of, or exhibit to this Agreement; and (iv) derivative forms of defined terms will have correlative meanings.

COMPANY:

STOIC TECHNOLOGY CORPORATION,
a Texas corporation

CUSTOMER:

[_____]
a [_____]

By: _____
Jake Young, President

Invalid date

By: _____

Invalid date

ADDENDUM "A"**HIPAA Business Association Addendum**

This HIPAA Business Association Addendum (this "**HIPAA Addendum**") is an addendum to the FormDr SaaS Services Agreement (the "**Agreement**") and forms a part of Company's terms of service described therein (the "**Terms**"). This HIPAA Addendum defines the rights and responsibilities of each of us with respect to Protected Health Information as defined in the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder, including the HITECH Act and Omnibus Rule, as each may be amended from time to time (collectively, "**HIPAA**").

1. **Defined Terms.** For the purposes of this HIPAA Addendum, capitalized terms shall have the following meanings:

"**Business Associate**" shall mean [_____], a [_____].

"**CFR**" shall mean the Code of Federal Regulations.

"**Company**" shall mean Stoic Technology Corporation, a Texas corporation, doing business as FormDr.

"**FormDr Services**" shall mean the Platform, Software, and Services, as those terms are defined in the Agreement.

"**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).

"**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

"**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 received by Business Associate from or on behalf of you.

"**Required By Law**" shall have the same meaning as the term "required by law" in 45 CFR § 164.103.

"**Security Rule**" shall mean the Security Standards for the Protection of Electronic Protected Health Information, located at 45 CFR Part 160 and Subparts A and C of Part 164.

"**Secretary**" shall mean the Secretary of the U.S. Department of Health and Human Services ("HHS") or his or her designee.

2. **Obligations and Activities of Business Associate.**

- (a) Business Associate shall not use or disclose PHI other than as permitted or required by this HIPAA Addendum or as permitted or Required by Law.
- (b) Business Associate agrees to provide those physical, technical, and administrative safeguards described in the Terms and the other parts of the Agreement. If Business Associate agrees as part of this HIPAA Addendum to carry out an obligation of yours under the Privacy Rule, then Business Associate will comply with the requirements of the Privacy Rule applicable to such obligation.
- (c) Business Associate agrees to mitigate, to the extent commercially reasonable and reasonably practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its agents or subcontractors in violation of the requirements of this HIPAA Addendum.
- (d) Within five Business Days of becoming aware, Business Associate agrees to report to you (i) Security Incidents (as defined in 45 C.F.R. §164.304 and as further described below), (ii) the Breach of unsecured PHI (as defined in 45 CFR§164.402), or (iii) an access, acquisition, use or disclosure of PHI in violation of this HIPAA Addendum.

Both parties acknowledge that there are likely to be a significant number of meaningless or unsuccessful attempts to access the FormDr Services, which make a real-time reporting requirement impractical for both parties. The parties acknowledge that Business Associate's ability to report on system activity, including Security Incidents, is limited by, and to, the Services which you have purchased (and does not extend to networks or systems operated by third parties as part of general internet connectivity).

Business Associate undertakes no obligation to report network security related incidents which occur on the FormDr managed network but do not directly involve your Customer Data. The parties agree that the following are illustrative examples of unsuccessful security incidents which, when they do not result in the unauthorized access, use, disclosure, modification or destruction of PHI need not be reported by Business Associate: pings against network devices, port scans, attempts to log on to a system or database with an invalid password or username, detection of malware.

Depending on your use of the Services, they may include the transmission of plain text email in an unsecured fashion using the public internet. Business Associate shall have no obligation to monitor or attempt to monitor the access to such emails, including whether they are stored by or potentially accessed by third parties during ordinary email transmission activities.

- (e) Business Associate agrees to obtain from any agent, including a subcontractor to whom it provides PHI, reasonable assurances that it will adhere to the same restrictions and conditions that apply to Business Associate under this HIPAA Addendum with respect to such information. This does not apply to third party conduits and providers who are involved in the transmission, routing, storage or receipt of email or text messages which are inherent in the delivery of the FormDr Services.
- (f) All PHI maintained by Business Associate for you will be available to you in a time and manner that reasonably allows you to comply with the requirements under 45 CFR § 164.524. Business Associate shall not be obligated to provide any such information directly to any Individual or person other than you.
- (g) All PHI and other information maintained by Business Associate for you will be available to you in a time and manner that reasonably allows you to comply with the requirements under 45 CFR § 164.526.
- (h) Business Associate agrees to make internal practices, books, and records available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary's determining your compliance with the Privacy Rule; provided, however, that time incurred by Business Associate in complying with any such request that exceeds its normal customer service parameters shall be charged to you at Business Associate's then current standard hourly rate for Supplemental Services.
- (i) You acknowledge that Business Associate is not required by this HIPAA Addendum to make disclosures of PHI to Individuals or any person other than you, and that Business Associate does not, therefore, expect to maintain documentation of such disclosure as described in 45 CFR § 164.528. In the event that Business Associate does make such disclosure, it shall document the disclosure as would be required for you to respond to a request by an Individual for an accounting of disclosures in accordance with 45 CFR §164.504(e)(2)(ii)(G) and §164.528, and shall provide such documentation to you promptly on your request. In the event that a request for an accounting is made directly to Business Associate, Business Associate shall, within 2 Business Days, forward such request to you.

3. Permitted Uses and Disclosures by Business Associate. Except as otherwise limited in this HIPAA Addendum or other portion of the Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, you as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by you.

4. Specific Use and Disclosure Provisions. Except as otherwise limited in this HIPAA Addendum or other portion of the Agreement, Business Associate may:

- (a) use PHI for the proper management and administration of Business Associate or to carry out its legal responsibilities;
- (b) disclose PHI for the proper management and administration of Business Associate, provided that disclosures are (i) Required By Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and
- (c) use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).

5. Your Obligations.

- (a) You shall notify Business Associate of: (i) any limitations(s) in your notice of privacy practices in accordance with 45 CFR §164.520 to the extent that such changes may affect Business Associate's use or disclosure of PHI; (ii) any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and (iii) any restriction to the use or disclosure of PHI that you have agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (b) You agree that you will not request Business Associate to use, transmit or disclose PHI in any manner that would not be permissible under the Privacy or Security Rules if done by you.
- (c) You agree as part of your security obligations to implement and maintain appropriate safeguards as required for you to comply with the Security and Privacy rules as applicable to you and your use of the FormDr Services. This includes, without limitation: (i) implementing reasonable safeguards required by 45 CFR § 164.530(c), (ii) reasonably limiting the amount or type of information disclosed through the FormDr Services, (iii) permitting individuals to utilize alternative secure electronic methods to receive confidential communications from you, (iv) verifying the recipient's address, and that it is correctly entered into the

FormDr Services prior to using the FormDr Services to transmit PHI, (v) including a privacy statement notifying the recipient of the insecure nature of email and providing a contact to whom a recipient can report a misdirected message and (vi) encrypting PHI transmitted through the FormDr Services where appropriate or required by the Security Rule (such as through the use of encrypted attachments, PGP toolsets, or S/MIME).

- (d) You acknowledge and understand that the FormDr Services include the transmission of unencrypted email and text messages in plain text over the public internet, open networks, and phone service providers. Customer Data you send through the FormDr Services is not encrypted by Business Associate and is stored (and transmitted) in similar fashion as you provide it. You are responsible for encrypting any sensitive data you use in conjunction with the FormDr Services. Email and text messages sent using the FormDr Services may be unsecured, may be intercepted by other users of the public internet, and may be stored and disclosed by third parties (such as a recipient's email service provider) who have no obligations to Business Associate with regards to the treatment of such communications. Although FormDr Services include support for TLS, content will be transmitted even if the recipient does not also support TLS, resulting in an unencrypted transmission. You confirm that you have made these aspects of the FormDr Services clear to your customers and end users as appropriate, and that they have provided full and adequate consent to the use of their PHI in the fashion in which you utilize the FormDr Services.

6. Term and Termination.

- (a) The term of this HIPAA Addendum shall continue for the term of your use of the FormDr Services and following termination of the Agreement until all PHI is destroyed or returned to you or your designee.
- (b) If Business Associate materially breaches the terms of this HIPAA Addendum, then you may terminate any related FormDr Services with no early termination fee or other penalty.
- (c) Upon your request (for any reason), Business Associate shall destroy all PHI which is in Business Associate's possession. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate as well as Business Associate itself. Business Associate shall retain no copies of the PHI. In the event that Business Associate determines that destroying the PHI is infeasible, Business Associate shall promptly provide you notification of the conditions that make destruction infeasible. Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the destruction infeasible, for so long as Business Associate maintains such PHI. This Section does not require Business Associate to segregate any PHI from other information maintained on Business Associate's servers.

7. Miscellaneous.

- (a) Amendment. Each of us agrees to take such action as is reasonably necessary to amend this HIPAA Addendum from time to time as is necessary for you to comply with the requirements of HIPAA as they may be amended from time to time; provided, however, that if such an amendment would materially increase the cost of Business Associate providing service under the Agreement, Business Associate shall have the option to terminate the Agreement on thirty (30) days advance notice.
- (b) Survival. Our respective rights and obligations under this HIPAA Addendum shall survive the termination of the Agreement.
- (c) Interpretation. Any ambiguity in this Business Associate Addendum shall be resolved to permit you to comply with HIPAA and the Privacy Rule.

ACKNOWLEDGED AND AGREED:

[_____]

a [_____]

By: _____

Invalid date



Enriching lives through wellness, recovery, and hope

Employee Name:

Job Title: Clinical Director

Reports to: Executive Director

FLSA Status: Exempt

Grade: 80

Position Summary:

The Clinical Director provides strategic and operational leadership for clinical services across Southwest Counseling Service. This role ensures high-quality, client-centered, and community-responsive behavioral health care through strong clinical oversight, workforce leadership, program development, and cross-system collaboration. The Clinical Director partners with executive leadership to strengthen organizational stability, advance clinical excellence, and align services with evolving community behavioral health needs.

Supervisory Responsibilities:

Outpatient Supervisor - MH and SA

Residential Supervisor

Emergency Services Supervisor

Essential Duties and Responsibilities:

- Provide clinical oversight and leadership for all behavioral health programs, including outpatient, residential, crisis, and community-based services.
- Supervise and support clinical staff, including therapists, case managers, and clinical supervisors, ensuring adherence to professional standards and ethical practices.
- Develop, implement, and monitor clinical policies, procedures, and treatment protocols to ensure compliance with state, federal, and accreditation standards.
- Provide or coordinate clinical supervision for licensed and pre-licensed clinicians, in accordance with state licensing board requirements.

- Lead program evaluation, outcome measurement, and quality improvement initiatives to enhance client outcomes and service effectiveness.
- Participate in community needs assessment review, service gap analysis, and strategic planning efforts to ensure behavioral health services remain aligned with evolving community priorities.
- Collaborate with the Executive Director on strategic planning, improving access, continuity of care, service effectiveness, program expansion, organizational initiatives, and measurable outcomes and operational improvement..
- Review and approve clinical documentation, treatment plans, and assessments for accuracy, completeness, and compliance.
- Oversee and support crisis management, client risk assessment, and incident review processes.
- Ensure the integration of trauma-informed, culturally competent, and recovery-oriented care across all programs.
- Participate in budget planning and resource allocation related to clinical services.
- Stay current on behavioral health trends, evidence-based practices, and regulatory updates.
- Serve as a strategic clinical ambassador for the organization by building collaborative relationships with healthcare providers, schools, law enforcement, hospitals, state agencies, community partners, and behavioral health stakeholders to strengthen service coordination and community responsiveness.
- Serve as a Qualified Clinical Supervisor and practicum supervisor for degree-seeking candidates as needed.
- Conduct performance evaluations and provide feedback, including corrective action when necessary.
- Support professional development and training of clinical staff.
- Assist in grant writing activities and ensure compliance with outcome requirements.
- Perform other duties as assigned.
- Serve as a strategic partner to the Executive Director and leadership team in shaping clinical strategy, workforce development, service delivery models, program growth, and long-term behavioral health planning.
- Promote a healthy clinical culture through leadership development, staff engagement, retention strategies, trauma-informed supervision practices, and workforce sustainability initiatives.

Qualifications:

Education and Experience:

- Master's degree or higher in Counseling, Psychology, Social Work, Marriage and Family Therapy, or related behavioral health field required.
- Eligibility for licensure in Wyoming.

- Minimum of 5 years of post-licensure clinical experience, with at least 3 years in a supervisory or management role.
- Meets Licensing Boards requirements to serve as a Qualified Clinical Supervisor.
- Experience in outpatient, community mental health, or integrated behavioral health settings strongly preferred.
- Experience navigating complex behavioral health systems, rural service environments, crisis systems, and multidisciplinary care coordination strongly preferred.

Required Skills and Abilities:

- Excellent verbal and written communication skills.
- Strong interpersonal, leadership, and conflict resolution skills.
- Effective organizational skills and ability to manage multiple priorities.
- Ability to provide guidance and direction to staff.
- Ability to build rapport with clients and staff to enhance engagement.
- Competence in working with diverse populations using best care practices.
- Knowledge of behavioral health treatment principles, integrated care, and ethical standards.
- Ability to prioritize tasks and delegate when appropriate.
- Skilled in electronic health records and digital communication tools.
- Respectful and professional when working with diverse populations.
- Ability to maintain a valid driver's license and safe driving record.
- Knowledge of and adherence to regulatory standards, including CARF, HIPAA, agency compliance protocols, and SCS policies.
- Familiarity with GASB and GAAP financial reporting standards to ensure fiscal integrity and accountability.

Physical Demands:

- Work environment may involve frequent interruptions, calls, and inquiries; must be able to multitask.
- Regular verbal communication and auditory engagement required.
- Specific vision abilities include close vision and the ability to maintain focus.
- Requires lifting files, opening cabinets, bending/stooping, and extended computer use.
- May include weekend and on-call rotational work.
- Ability to lift or lower items weighing up to 10 pounds.
- Mental demands include mathematical reasoning, memorization, oral comprehension, spatial orientation, and written comprehension.

This job description is not intended to be a comprehensive list of activities, duties, or responsibilities required by the employee. They may change, or new ones may be assigned at any time, with or without notice. This job description does not constitute a written or implied contract of employment.

Employee

Acknowledgment: _____

Date: _____

DRAFT

Fixed Wage Bands Effective May 27, 2026

2080

Rang	Current Title	Minimum	Maximum	Annual Minimum	Annual Maximum
24	Bridges Cook	\$ 12.85	\$ 21.21	\$ 26,728.00	\$ 44,116.80
29	Custodian	\$ 14.54	\$ 24.00	\$ 30,243.20	\$ 49,920.00
29	Groundskeeper	\$ 14.54	\$ 24.00	\$ 30,243.20	\$ 49,920.00
29	Seasonal Support Staff	\$ 14.54	\$ 24.00	\$ 30,243.20	\$ 49,920.00
32	Office Support Staff	\$ 15.66	\$ 25.85	\$ 32,572.80	\$ 53,768.00
32	Records Specialist	\$ 15.66	\$ 25.85	\$ 32,572.80	\$ 53,768.00
32	Residential Treatment Support Staff	\$ 15.66	\$ 25.85	\$ 32,572.80	\$ 53,768.00
32	Medication Room Technician	\$ 15.66	\$ 25.85	\$ 32,572.80	\$ 53,768.00
32	Daycare Provider	\$ 15.66	\$ 25.85	\$ 32,572.80	\$ 53,768.00
34	Peer Specialist	\$ 16.45	\$ 27.15	\$ 34,216.00	\$ 56,472.00
35	Non-Degreed Case Manager	\$ 16.87	\$ 27.83	\$ 35,089.60	\$ 57,886.40
36	Maintenance 2	\$ 17.29	\$ 28.53	\$ 35,963.20	\$ 59,342.40
36	Purchasing Specialist	\$ 17.29	\$ 28.53	\$ 35,963.20	\$ 59,342.40
36	Human Resource Administrative Specialist	\$ 17.29	\$ 28.53	\$ 35,963.20	\$ 59,342.40
36	Medical Services Specialist	\$ 17.29	\$ 28.53	\$ 35,963.20	\$ 59,342.40
36	Accounts Receivable/Insurance Specialist	\$ 17.29	\$ 28.53	\$ 35,963.20	\$ 59,342.40
37	Medical Assistant	\$ 17.72	\$ 29.24	\$ 36,857.60	\$ 60,819.20
39	Prevention Specialist	\$ 18.62	\$ 30.72	\$ 38,729.60	\$ 63,897.60
39	Grant Compiler	\$ 18.62	\$ 30.72	\$ 38,729.60	\$ 63,897.60
40	Accounts Payable Specialist	\$ 19.08	\$ 31.49	\$ 39,686.40	\$ 65,499.20
40	Payroll Specialist	\$ 19.08	\$ 31.49	\$ 39,686.40	\$ 65,499.20
46	Program Operations Supervisor	\$ 22.13	\$ 36.52	\$ 46,030.40	\$ 75,961.60
47	Public Relations Specialist	\$ 22.68	\$ 37.43	\$ 47,174.40	\$ 77,854.40
48	Case Manager	\$ 23.62	\$ 38.74	\$ 49,129.60	\$ 80,579.20
49	Certified Social Worker	\$ 23.83	\$ 39.33	\$ 49,566.40	\$ 81,806.40
50	PC Support Specialist	\$ 24.43	\$ 40.31	\$ 50,814.40	\$ 83,844.80
50	myAvatar Specialist	\$ 24.43	\$ 40.31	\$ 50,814.40	\$ 83,844.80
51	Case Manager Supervisor	\$ 25.47	\$ 42.04	\$ 52,977.60	\$ 87,443.20
52	Office Manager	\$ 25.66	\$ 42.35	\$ 53,372.80	\$ 88,088.00
53	Revenue Cycle Management Supervisor	\$ 26.59	\$ 43.89	\$ 55,307.20	\$ 91,291.20
54	Grant Writer	\$ 26.96	\$ 44.49	\$ 56,076.80	\$ 92,539.20
56	Provisional Clinician	\$ 28.33	\$ 46.75	\$ 58,926.40	\$ 97,240.00
64	Facility Maintenance Supervisor	\$ 34.51	\$ 56.96	\$ 71,780.80	\$ 118,476.80
64	Licensed Clinician	\$ 34.51	\$ 56.96	\$ 71,780.80	\$ 118,476.80

66	Clinical Supervisor	\$ 36.26	\$ 59.84	\$ 75,420.80	\$ 124,467.20
67	Network Administrator	\$ 37.17	\$ 61.34	\$ 77,313.60	\$ 127,587.20
68	Human Resource Manager	\$ 38.46	\$ 63.49	\$ 79,996.80	\$ 132,059.20
70	Manager of Children and Family Services	\$ 40.03	\$ 66.05	\$ 83,262.40	\$ 137,384.00
72	Manager of Mental Health Services	\$ 42.05	\$ 69.40	\$ 87,464.00	\$ 144,352.00
72	Manager of Psychosocial Services	\$ 42.05	\$ 69.40	\$ 87,464.00	\$ 144,352.00
76	Manager of Recovery Services	\$ 46.42	\$ 76.60	\$ 96,553.60	\$ 159,328.00
77	Chief Financial Officer	\$ 47.74	\$ 78.80	\$ 99,299.20	\$ 163,904.00
78		\$ 48.93	\$ 80.77	\$ 101,781.68	\$ 168,001.60
79		\$ 50.16	\$ 82.79	\$ 104,326.22	\$ 172,201.64
80	Clinical Director	\$ 51.92	\$ 84.86	\$ 107,993.60	\$ 176,506.68
81	Advanced Nurse Practitioner	\$ 52.52	\$ 86.67	\$ 109,241.60	\$ 180,273.60
85	Chief Executive Officer	\$ 57.97	\$ 95.66	\$ 120,577.60	\$ 198,972.80
85	Executive Director	\$ 57.97	\$ 95.66	\$ 120,577.60	\$ 198,972.80

Southwest Counseling					
Request to Restaff-Cost Summary Sheet					
Board Meeting Date:	5/27/2026				
Department:	Child and Adolescent				
Position:	Seasonal Summer Staff				
Vacancy Date:	N/A				
Reason For Vacancy:	N/A				
Department Request:	We are requesting to staff position.				
Anticipated Restaff Date:	6/9/2026				
Seasonal Summer Staff					
	Previous Costs to Staff Position	Anticipated Costs to Staff Position			
Job Title	Seasonal Summer Staff	Seasonal Summer Staff			
Full/Part Time	Part-Time	Part-Time			
Hire Date	6/15/2026	6/15/2026			
Grade	29	29	Net Difference		
Monthly Salary	\$ 1,163.20	\$ 1,163.20	\$ -		
Retirement	\$ -	\$ -	\$ -		
Health Insurance	\$ -	\$ -	\$ -		
LTD	\$ -	\$ -	\$ -		
Worker's Comp.	\$ 14.54	\$ 14.54	\$ -		
Total Benefits	\$ 14.54	\$ 14.54	\$ -		
Total Monthly Cost of Employment	\$ 1,192.28	\$ 1,192.28	\$ -		
Total Annual Cost of Employment	\$ 2,980.70	\$ 2,980.70	\$ -		
	\$0.00				

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	\$0.00				

SOUTHWEST COUNSELING SERVICE

Board of Directors Grant Summary

FY 2026 HRSA Rural
Communities Opioid
Response Program
(RCORP)-Impact
HRSA-26-037

PREPARED FOR SCS Board of Directors	PREPARED BY Grant Development Team	GRANT REQUEST Up to \$750,000	PROJECT PERIOD 4 Years
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EXECUTIVE SUMMARY

Board Action Requested: Approve Southwest Counseling Service to submit a competitive HRSA RCORP-Impact application for a federal request not to exceed \$750,000. The application would support rural SUD/ODU treatment access, recovery supports, workforce development, and a coordinated multi-sector service network over a four-year project period.

PROJECT OVERVIEW

Southwest Counseling Service is preparing an application to the Health Resources and Services Administration for the FY 2026 Rural Communities Opioid Response Program (RCORP)-Impact. The program provides seed funding for rural communities to expand integrated, coordinated, and sustainable substance use disorder services, including opioid use disorder treatment and recovery supports.

The proposed project would strengthen SCS capacity to deliver and coordinate evidence-based SUD/ODU services across the rural service area, with emphasis on MAT/MOUD access, case management, peer recovery supports, prevention outreach, workforce development, partner coordination, data reporting, and long-term sustainability.

GRANT SNAPSHOT

Federal Agency	Health Resources and Services Administration (HRSA)
Opportunity	HRSA-26-037 Rural Communities Opioid Response Program (RCORP)-Impact
Funding Type	Federal discretionary grant
Estimated Project Start	September 1, 2026
Estimated Project End	August 31, 2030
Match Requirement	No match required
Submission Channel	Grants.gov when the package opens

Requested Board Authorization	Submit final application package with total request not to exceed \$750,000
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STATEMENT OF NEED

Rural communities in Southwest Wyoming face persistent barriers to substance use disorder treatment and recovery support, including long travel distances, transportation limitations, workforce shortages, limited service availability, and difficulty coordinating behavioral health, medical, justice, housing, employment, and social service supports. These barriers are especially significant for individuals with opioid use disorder, co-occurring behavioral health needs, and individuals transitioning from crisis, justice, or high-risk community settings.

SCS is positioned to lead a practical regional response through its existing behavioral health infrastructure, MAT/MOUD-related service capacity, recovery support resources, and community partnerships. RCORP-Impact would provide time-limited federal support to expand services, improve coordination, and build a sustainable rural SUD service network.

GRANT PRIORITIES

Priority	Board-Level Summary
1. SUD Direct Service Delivery	Establish or expand evidence-based SUD/ODU prevention, treatment, and recovery services, with treatment and recovery as the primary focus.
2. Supportive Services	Improve navigation and coordination with transportation, insurance/benefits, housing, employment, food/nutrition, and other supports that help individuals stay engaged in recovery.
3. Workforce Development	Strengthen the rural SUD workforce, including clinical providers, MOUD capacity, peer recovery specialists, care navigators, and staff training.
4. Network Engagement and Sustainability	Develop a multi-sector rural service network that can coordinate services, share performance data, support reimbursement planning, and sustain key project elements after federal funding ends.

EXPECTED SCS PROJECT GOALS

- Expand access to MAT/MOUD and related outpatient SUD treatment services for rural residents.
- Increase peer recovery, case management, and navigation supports for individuals with SUD/ODU and co-occurring needs.
- Improve outreach and engagement for high-risk individuals, including justice-involved individuals and people with treatment access barriers.
- Support overdose prevention, community education, and early intervention activities that reduce SUD-related harm and improve service entry.
- Build workforce capacity through training, supervision, certifications, and improved coordination among clinical and peer staff.
- Formalize a multi-sector partner network to coordinate referrals, data collection, service delivery, reimbursement planning, and sustainability.

CONDENSED DRAFT BUDGET

The planning budget below is structured as a not-to-exceed federal request of \$750,000 over four years. Final amounts may be adjusted before submission to align with the active Grants.gov package, HRSA budget forms, partner commitments, and final program design.

Budget Category	Estimated Total	Key Expenses / Purpose
Personnel	\$310,000	Project leadership, data coordination, network coordination, peer recovery support, case management, and service coordination.
Fringe Benefits	\$186,000	Fringe calculated at the organization's planning rate of 60% for grant-funded personnel.
Supplies	\$26,000	Clinical supplies, outreach materials, client engagement materials, recovery support resources, and program consumables.
Travel / Required Meetings	\$16,000	Required HRSA recipient meetings for up to two staff and local/regional travel for outreach, partner coordination, and service access.
Contractual / Consultants	\$92,000	Evaluation support, training/certification, MOUD workflow support, and technical implementation assistance.
Other Direct Costs	\$52,000	Subsidized care, client transportation supports, communications, data/reporting tools, and network engagement costs.
Indirect Costs	\$68,000	Administrative, facilities, fiscal, compliance, and shared organizational support costs consistent with allowable indirect cost rules.
Total Proposed Federal Request	\$750,000	Final request will not exceed the federal award ceiling.

IMPLEMENTATION AND ORGANIZATIONAL BENEFITS

- Creates a stronger rural service pathway for SUD/ODU treatment, recovery, and supportive services.
- Improves care coordination for clients who face transportation, insurance, housing, employment, or recovery-support barriers.
- Builds SCS workforce capacity through peer recovery support, training, and improved data/reporting infrastructure.
- Strengthens partner coordination with health care, behavioral health, justice, recovery, and community-based organizations.
- Positions SCS as a regional leader in rural opioid response and sustainable behavioral health service delivery.

RECOMMENDATION FOR BOARD APPROVAL

Southwest Counseling Service requests Board approval to proceed with submission of the FY 2026 HRSA RCORP-Impact application. Approval would authorize organizational leadership and the grant development team to finalize the project design, budget, attachments, partner commitments, application forms, and all other required materials for submission through Grants.gov.

Board Action	Approve submission of HRSA-26-037 RCORP-Impact application
Authorized Request	Federal request not to exceed \$750,000
Anticipated Submission Deadline	June 1, 2026, subject to final Grants.gov package posting
Approval Signature	Approved by: _____ Date: _____

Executive Summary

Board Action Requested: Approve SCS to submit a competitive FY2027 Staff Sergeant Fox Suicide Prevention Grant Program application to the U.S. Department of Veterans Affairs. The proposed application would support a primarily non-clinical Veteran suicide prevention program focused on outreach, screening, individualized service planning, case management, peer support, VA coordination, warm handoffs, and community-based stabilization supports for Veterans and eligible Service Members at risk of suicide.

Grant Snapshot

Federal Agency	U.S. Department of Veterans Affairs
Opportunity	Staff Sergeant Parker Gordon Fox Suicide Prevention Grant Program
Funding Opportunity Number	VA-FOX-SP-FY2027
Funding Type	Federal discretionary grant
Application Deadline	June 12, 2026, 4:59 p.m. Eastern Time
Match Requirement	No match required
Maximum Request	Up to \$750,000 per year; SCS planning request is approximately \$388,671 in Year 1 and \$1,995,305 across five-year renewal planning.

Project Overview and Statement of Need

SCS is preparing a new application to expand its capacity to identify, engage, and support Veterans and eligible Service Members who are at elevated risk of suicide, particularly individuals who are not currently connected to VA care or benefits. The proposed project would build a practical community-based service pathway that connects outreach, baseline screening, non-clinical case management, peer engagement, benefits navigation, participant supports, and direct coordination with VA and local partners.

This opportunity aligns with SCS’s behavioral health, crisis response, outreach, and community partnership infrastructure. The grant would allow SCS to address suicide risk factors that are often social, financial, relational, and access-related, including rural isolation, transportation barriers, limited connection to VA systems, unemployment, unstable housing, substance use concerns, and gaps in social support.

Grant Priorities

Priority	Board-Level Summary
Reach Veterans Not Engaged with VA	Identify and engage at-risk Veterans and eligible Service Members who are disconnected from VA health care, benefits, or suicide prevention resources.
Provide Non-Clinical Suicide Prevention Services	Deliver outreach, case management, peer support, benefits navigation, participant stabilization supports, and community-based service coordination.
Complete Screening and Service Planning	Use required screening tools, develop individualized service plans, document services, and connect participants to appropriate supports based on assessed risk and need.
Coordinate Warm Handoffs and Outcomes	Build reliable VA referral pathways, track participant outcomes, and demonstrate improvement in mental health status, well-being, financial stability, social support, and suicide risk factors.

Expected SCS Project Goals

- Develop a dedicated Veteran suicide prevention outreach and case management pathway for eligible Veterans and Service Members at risk of suicide.
- Increase identification and engagement of Veterans who are not currently affiliated with or actively using VA care.
- Complete required screening, participant eligibility documentation, individualized service plans, and ongoing follow-up for enrolled participants.
- Provide coordinated non-clinical supports, including case management, peer support, benefits navigation, participant transportation assistance, temporary stabilization supports, and community referrals.
- Strengthen referral coordination and warm handoffs with VA facilities, Veteran-serving partners, emergency/crisis services, housing, employment, food assistance, and other community resources.
- Track required program outcomes, including VA affiliation at intake, VA referrals, service completion, participant satisfaction, and improvement in at least one target domain.

Condensed Draft Budget

The planning budget below is based on the current SCS mock budget and is structured as a five-year planning model. The initial VA award is for one year, with future-year funding subject to VA renewal, availability of funds, performance, and final VA approval. Final amounts may be adjusted before submission to align with the VA budget template, final staffing model, participant targets, and allowable cost rules.

Budget Category	Estimated Five-Year Total	Key Expenses / Purpose
Personnel	\$779,381	Project leadership, case management, Veteran peer support, outreach/data coordination, and fiscal/administrative support.
Fringe Benefits	\$467,629	Fringe calculated at SCS planning rate of 60% for grant-funded personnel.
Supplies	\$64,132	Outreach materials, screening/service planning supplies, participant resource materials, and technology supplies below the equipment threshold.
Equipment	\$0	No capital equipment requested; vehicle purchases and infrastructure are not included.
Contractual / Evaluation	\$59,859	Independent evaluation support for performance tracking, outcomes analysis, quality improvement, and grant reporting.
Travel	\$52,040	Local outreach, VA coordination, partner meetings, warm handoffs, rural participant engagement, and training/technical assistance travel.
Other Direct Costs	\$327,958	Participant transportation, food/temporary support, employment and lethal means safety supports, medical insurance supports, staff training, data/reporting, and community outreach events.
Indirect Costs	\$244,306	Administrative, facility, fiscal, compliance, and shared organizational support costs based on the planning indirect rate.
Total Planning Request	\$1,995,305	Five-year planning total; each annual request remains below the \$750,000 annual ceiling.

Annual planning totals: Year 1: \$388,671; Year 2: \$386,438; Year 3: \$396,393; Year 4: \$406,634; Year 5: \$417,169. Total planning request: \$1,995,305.

Implementation and Organizational Benefits

- Creates a defined, grant-supported service pathway for Veterans and Service Members at risk of suicide.
- Improves engagement of Veterans who may be disconnected from VA care, reluctant to seek formal services, or facing rural access barriers.
- Strengthens SCS capacity for outreach, non-clinical case management, peer support, data tracking, and VA/community coordination.

- Supports participant stabilization by addressing risk factors such as transportation, food insecurity, employment instability, social isolation, and benefits navigation.
- Positions SCS as a regional partner in Veteran suicide prevention and aligns with current behavioral health, crisis, and community-based service priorities.

Recommendation for Board Approval

Southwest Counseling Service requests Board approval to proceed with submission of the FY2027 Staff Sergeant Fox Suicide Prevention Grant Program application. Approval would authorize organizational leadership and the grant development team to finalize the project design, VA coordination, partner letters, budget, attachments, certifications, application forms, and all required materials for submission through the VA electronic application system.

Board Action	Approve submission of the FY2027 SSG Fox SPGP application
Authorized Request	Federal request not to exceed \$750,000 per year
Current Planning Budget	Approximately \$388,671 in Year 1 and \$1,995,305 across five-year renewal planning
Anticipated Submission Deadline	June 12, 2026, 4:59 p.m. Eastern Time

Approved by: _____ Date: _____

Behavioral Health Mobile Crisis Team Partnerships (SAMHSA, FY 2026 Forecast)

- **Purpose:** Supports the creation of new, or enhancement of existing, mobile crisis teams serving children, youth, and adults experiencing mental health or substance use crises. The core focus is expanding crisis response capacity and building partnerships that reduce reliance on law enforcement and emergency departments.
- **Eligible applicants:**
 - States
 - Political subdivisions of states
 - Territories
 - Indian tribes
 - Tribal organizations
- **Likely ineligible direct applicants:** Private nonprofits, hospitals, universities, and other nongovernmental entities unless they are part of an eligible governmental or tribal applicant structure. Based on the posted eligibility, Southwest Counseling Service would likely need to participate as a partner, not the direct applicant, unless it legally qualifies as a political subdivision.
- **Total program funding: \$12,760,633 total.**
- **Expected number of awards: 17.**
- **Funding per award:** The FY 2026 forecast does not yet publish a minimum or maximum award amount. For planning purposes only, a prior comparable SAMHSA mobile crisis opportunity allowed up to \$750,000 per year.
- **Grant term:** Not yet confirmed in the FY 2026 forecast. A prior similar SAMHSA mobile crisis program used a project period of up to 4 years, so that is a reasonable planning assumption until the full NOFO is released.
- **Due date: Not yet posted.** The current listing shows an estimated post date of May 1, 2026, but no final application deadline yet.
- **Match requirement: No match required.**

Program priorities

- Expand behavioral health mobile crisis response capacity
- Improve access to community-based crisis response
- Develop structured cross-system partnerships
- Reduce unnecessary behavioral health involvement with law enforcement and hospital emergency departments
- Serve both mental health and substance use crisis populations across age groups

Eligible expenditures

Likely allowable costs include:

- Mobile crisis personnel and fringe
- Training for crisis staff
- Partnership coordination and system development
- Data collection, reporting, and evaluation
- Travel tied to grant implementation- Mobile Vans
- Supplies, communication tools, and operational equipment needed for crisis response
- Contracted services that support implementation
- Technology and infrastructure that improve mobile crisis deployment and coordination

Likely ineligible or high-risk expenditures

- General operating expenses unrelated to the mobile crisis project
- Construction or major renovation
- Costs not directly tied to crisis response expansion
- Supplanting existing funding rather than enhancing or expanding services
- Unallowable federal cost items such as fundraising or entertainment

Likely application components

The full FY 2026 package is not yet posted, but applicants should expect items such as:

- SF-424
- Budget and budget narrative
- Project narrative
- Work plan / implementation plan
- Staffing and organizational capability information
- Partnership letters or MOUs
- Data/evaluation plan
- Indirect cost documentation, if applicable
- Required federal certifications and disclosures

What you need from your client

- Legal applicant status and confirmation of eligibility
- UEI, SAM, EIN, and federal registration information

- Current crisis response structure and service area
- Data showing behavioral health crisis need and system gaps
- Current role of law enforcement, EMS, hospitals, and 988
- Proposed mobile crisis model and staffing plan
- Partner roles and letters of commitment
- Budget details, including salaries, equipment, travel, contracts, and indirect costs
- Outcome measures, reporting capacity, and sustainability plan

Examples of fundable projects

- Launching a new countywide mobile crisis team
- Expanding an existing team to add youth-focused crisis response
- Creating a rural regional mobile crisis model
- Building a co-occurring mental health/substance use crisis team
- Formalizing partnerships among 988, EMS, hospitals, law enforcement, and behavioral health providers to divert crises from EDs and arrests

Interim Director's Report

Interim Directors Report **May 27, 2026**

As this will be my final Interim Director's Report, I want to take a moment to express my sincere appreciation for the opportunity to serve Southwest Counseling Service during this period of transition and growth. This past year has provided invaluable experiences, meaningful challenges, and tremendous professional growth. I am incredibly grateful for the support, collaboration, and dedication demonstrated by our employees, leadership team, Board of Directors, community partners, and county stakeholders throughout this journey. Together, we navigated significant organizational changes while continuing to prioritize the behavioral health needs of our community.

Over the course of this year, SCS achieved several important accomplishments that strengthened the organization's long-term stability and future direction. Highlights included significant operational and financial improvements resulting in approximately \$851,058 in annualized cost savings, successful continuation of critical grant funding, and the advancement and completion of several major ARPA-funded construction and facility projects. The organization also expanded access to behavioral health services, strengthened regional partnerships, and continued positioning SCS for future growth and sustainability. I am proud of the progress made during this transition period and appreciative of all that I have learned while serving in this role.

Financial Stewardship and Organizational Sustainability

SCS implemented multiple operational restructuring initiatives focused on improving efficiency while maintaining service quality. These efforts resulted in approximately **\$851,058 in identified annualized cost savings** through administrative restructuring, psychiatric scheduling optimization, residential staffing analysis, custodial service evaluation, and grant administration restructuring.

Additional financial accomplishments included:

- Revenues exceeded expenditures by **\$246,530.41** through October 2025
- Improved psychiatric scheduling increased both service access and revenue generation
- Operational efficiencies strengthened long-term fiscal sustainability
- Continued evaluation of staffing and operational structures improved accountability and resource management

Grants and Funding Success

SCS successfully secured continuation funding for **Year Four of the Certified Community Behavioral Health Clinic (CCBHC) Grant**, supporting continued behavioral health expansion and service sustainability.

Additional grant and funding initiatives included:

- Youth mentoring and opioid prevention grant opportunities
- Zero Suicide program initiatives
- Assisted Outpatient Treatment (AOT) funding exploration
- Expanded regional partnerships supporting future grant development and service integration

Infrastructure & Construction Projects Completed

SCS achieved substantial progress on multiple **ARPA-funded facility remodel and infrastructure projects**, representing a transformational investment in behavioral health services within Sweetwater County.

Major project accomplishments included:

- Completion and operational preparation of the **WAP Facility**
- Completion and transition planning for the **Duran Facility**
- Completion and operational transition of the **Ankeny Facility**
- Continued advancement of the **Jonah Facility** toward operational readiness for the Women's Therapeutic Community Program