WYOMING DEPARTMENT OF FAMILY SERVICES SUBGRANTEE AGREEMENT BETWEEN LARAMIE COUNTY AND CLIMB WYOMING OF CHEYENNE

THIS WYOMING DEPARTMENT OF FAMILY SERVICES TEMPORARY ASSISTANCE FOR NEEDY FAMILIES SUBGRANTEE AGREEMENT ("Grant Agreement") (CFDA # 93.558) is made between Laramie County, State of Wyoming ("COUNTY"), whose address is 310 West 19th Street, Cheyenne, Wyoming 82001, and CLIMB Wyoming of Cheyenne (SUBGRANTEE), whose address is 1001 West 31st Street, Cheyenne, Wyoming 82001. In consideration of the promises and covenants set forth below, the parties agree as follows:

- 1) Purpose of Grant Agreement. COUNTY shall provide Wyoming Department of Family Services Temporary Assistance for Needy Families (TANF) grant funds to SUBGRANTEE in the amount set forth in Section 3, and SUBGRANTEE shall undertake and complete materials, projects and/or services (collectively, the "Project") described in Attachment A attached hereto. Performance by SUBGRANTEE of the requirements of this Grant Agreement and compliance with all TANF program rules and regulations is a condition to SUBGRANTEE'S receipt of monies hereunder.
- 2) Term of Grant Agreement and Required Approvals. This Grant Agreement is not effective until all parties have executed it and all required approvals have been granted. The term of the Grant Agreement is from October 1, 2019 through September 30, 2020 ("Term"); The Project shall be completed during the Term.
- 3) Payment. COUNTY agrees to grant monies to SUBGRANTEE for performance of the Project, as invoices are submitted for work done in connection with the Project, completed in accordance with the requirements of this Agreement. The total payment to GRANTEE under this Grant Agreement shall not exceed \$51,000 ("Grant Award"). Payment will be made following SUBGRANTEE'S delivery to COUNTY of quarterly invoices detailing services performed in connection with the Project in a form satisfactory to COUNTY.
- 4) <u>Responsibilities of Grantee Regarding the Project</u>. In undertaking and completing the Project, the SUBGRANTEE further agrees as follows:
 - a) <u>Professional Services</u>. The SUBGRANTEE agrees to perform all aspects of the Project in a professional manner and in accordance with the degree of care, competence and skills that would be exercised by a SUBGRANTEE under similar circumstances, to the satisfaction of the COUNTY.
 - b) Procurement and Administrative Regulations. SUBGRANTEE agrees to comply with federal procurement and administrative regulations as stated in 2 C.F.R. § 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations: as enacted in regulations by the U.S. Department of Health and Human Services.
 - c) <u>Compliance with Laws</u>. In the interpretation, execution, administration and enforcement of this Grant Agreement, SUBGRANTEE agrees to comply with all applicable state and federal laws, rules, and regulations, including but not limited to:

- i) SUBGRANTEE agrees to comply with all federal requirements governing grant agreements that are applicable, including but not limited to 2 C.F.R. § 230; Cost Principles for Non Profit Organizations; and OMB Circular A-133 Audits of State and Local Governments. The Single Audit Act of 1984, 31 U.S.C. §§ 7501-7 further defines auditing responsibilities and SUBGRANTEE agrees to comply therewith.
- ii) SUBGRANTEE further covenants that the Project will be conducted and administered in conformity with the Civil Rights Act of 1964,42 U.S.C. § 2000 et seq. and the Fair Housing Act, 42 U.S.C. § 3601 et seq. and that it will affirmatively further fair housing.
- iii) SUBGRANTEE shall comply with "Equal Opportunity in Federal Employment", Exec. Order No. 11, 246, 30 Fed. Reg. 12,319 (1965) as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967); as supplemented in the Department of Labor regulations, 41 C.F.R. § 60 (1998), the Civil Rights Act of 1964, 42 U.S. C. § 2000 et seq.. the Wyoming Fair Employment Practices Act, Wyo. Stat. § 27-9-105 et seq.. and any rules and regulations related thereto. SUBGRANTEE shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., and any rules and regulations related thereto. SUBGRANTEE shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin or disability in connection with the performance of this Grant Agreement.
- d) Monitor Activities. The COUNTY shall have the right to monitor all activities of the SUBGRANTEE related to this Grant Agreement. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all SUBGRANTEE personnel in every phase of performance of work related to this Grant Agreement. COUNTY will conduct a risk assessment post award and will also conduct a site visit during the grant term.
- e) Retention of Records. SUBGRANTEE agrees to retain all records related to the Project which are required to be retained pursuant to this Agreement or the TANF program rules and regulations for three years following COUNTY's date of notice to SUBGRANTEE of administrative closeout of the Grant.
- f) Prohibition on Lobbying. In accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the SUBGRANTEE or its subcontractors in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement or loan.
- g) Reporting. Within 30 calendar days at the conclusion of each calendar quarter during the Term of this Grant Agreement, SUBGRANTEE shall furnish COUNTY with a report which will list the clients served; address program outcomes, effectiveness, successes, challenges and performance measures as defined in Attachment B. SUBGRANTEE shall likewise furnish COUNTY with a cumulative financial statement, reflecting total expenditures pursuant to this Grant Agreement.

- h) Suspension and Debarment. By signing this agreement, SUBGRANTEE certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this agreement suspended, debarred or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the disbarred vendors list. Further, SUBGRANTEE agrees to notify agency by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this agreement.
- i) Federal Audit Requirements. SUBGRANTEE agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. SUBGRANTEE agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits and States, Local Governments, and Non-Profit Organizations. If findings are made which cover any part of this award, SUBGRANTEE shall provide one copy of the audit report to COUNTY and require the release of the audit report by its auditor to be held until adjusting entries are disclosed and made to COUNTY records.
- 5) Responsibilities of County. COUNTY will, at its discretion, assist in providing SUBGRANTEE access to information, including without limitation providing SUBGRANTEE with information concerning TANF program requirements, rules and regulations and other statutes and regulations referred to herein, and will cooperate with SUBGRANTEE whenever possible. COUNTY shall have no obligations, other than those specifically set forth herein, regarding the Project or its performance.

6) Special Provisions.

- a) <u>Limitation on Payments</u>. COUNTY's obligation to pay SUBGRANTEE for Project activities rendered pursuant to this Grant Agreement is conditioned upon the availability of state or federal government funds that are allocated to pay SUBGRANTEE hereunder. If grant agreement monies are not allocated and available for COUNTY to pay SUBGRANTEE for the performance of the Project, COUNTY may terminate this Grant Agreement at any time in its discretion without further liability or obligation hereunder.
 - COUNTY shall notify SUBGRANTEE at the earliest possible time if this Grant Agreement will or may be affected by a shortage or unavailability of funds. No liability shall accrue to COUNTY in the event termination of this Grant Agreement occurs or this Grant Agreement is affected in any other way by a lack of funds. COUNTY shall not be obligated or liable for any future payments due or promised hereunder or for any damages to SUBGRANTEE or any other person or entity as a result of termination under this section.
- b) No Finder's Fees. No finder's fee, employment agency fee, broker fee or other such fee related to this Grant Agreement shall be paid by either party.

- c) Office Space. SUBGRANTEE will not include charges or seek reimbursement in any invoice submitted to COUNTY for office or building space of any kind obtained by SUBGRANTEE for the performance of the Project. SUBGRANTEE will make no charge for office or building space unless specific provisions are included for such in this Grant Agreement. Under no circumstances will SUBGRANTEE be allowed to purchase office equipment with funds received through this Grant Agreement.
- d) <u>Minority Business Enterprise</u>. SUBGRANTEE is strongly encouraged to actively promote and encourage maximum participation of Minority Business Enterprises (MBE) as sources of supplies, equipment, construction and services in connection with performance of the Project.
- e) <u>Budget Transfer Limitation</u>. SUBGRANTEE agrees it will not exceed any of the line item totals listed on Attachment C by more than twenty percent (20%) without prior approval from COUNTY. Such changes will not result in any change in the total Project costs, or a change in the Grant amount.
- 7) <u>Default and Remedies</u>. In the event SUBGRANTEE defaults or is deficient in the performance of any term of this Grant Agreement or any requirements of the TANF program rules and regulations, then COUNTY and/or Wyoming Department of Family Services shall have the right to exercise all remedies provided by law or in equity, including without limitation:
 - a) Immediately terminating this Grant Agreement without further liability or obligation of COUNTY;
 - b) Issuing a letter of warning advising SUBGRANTEE of the deficiency and putting the GRANTEE on notice that additional action will be taken if the deficiency is not corrected or is repeated;
 - c) Recommending, or requesting SUBGRANTEE to submit proposals for corrective actions, including the correction or removal of the causes of the deficiency;
 - d) Advising SUBGRANTEE that a certification will no longer be acceptable and that additional assurances will be required in such form and detail as COUNTY and Wyoming Department of Family Services may require.
 - e) Advising SUBGRANTEE to suspend disbursement of funds for the deficient activity;
 - f) Advising SUBGRANTEE to reimburse any amounts improperly expended and reprogram the use of the funds in accordance with applicable requirements;
 - g) Changing the method of payment to SUBGRANTEE; and/or
 - h) Reducing, withdrawing, or adjusting the amount of the Grant.
- 8) General Provisions.

- a) Amendments. Any changes, modifications, revisions or amendments to this Grant Agreement which are mutually agreed upon in writing by the parties hereto shall be incorporated by written instrument, signed by all parties to this Grant Agreement.
- b) Applicable Law/Venue. The construction, interpretation and enforcement of this Grant Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Grant Agreement and the parties, and the exclusive venue for any action shall be in the First Judicial District, Laramie County, Wyoming.
- c) <u>Assignment.</u> Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant Agreement without the prior written consent of the other party. In the event there is a sub-grant(s) under this Grant Agreement, SUBGRANTEE shall include all of the provisions of this Grant Agreement in every subgrant agreement awarded and shall make such provisions binding on each sub-grantee as if it were the SUBGRANTEE hereunder. SUBGRANTEE shall not use this Grant Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of COUNTY.
- d) <u>Assumption of Risk</u>. SUBGRANTEE shall be responsible for any loss of state or federal funding, either administrative or program dollars, due to SUBGRANTEE'S failure to comply with this Agreement and all state or federal TANF requirements. COUNTY shall notify SUBGRANTEE of any state or federal determination of noncompliance.
- e) <u>Attorneys' Fees</u>. If COUNTY has to enforce this Grant Agreement as a result of a default in the performance of this Grant Agreement, COUNTY shall be entitled to its reasonable attorneys' fees and costs incurred in such enforcement.
- f) Confidentiality of Information: The SUBGRANTEE acknowledges that information it may receive or have access to as a result of its performance under this agreement may be confidential. SUBGRANTEE agrees that it shall comply with all applicable laws and regulations, whether state or federal, in the collection, maintenance and release of such information. COUNTY and its agents, or authorized representatives, shall have access to all confidential information in accordance with the requirements of state and federal laws and regulations. Any other parties will be granted access to confidential information only after complying with the requirements of state and federal laws and regulations pertaining to such access. Nothing herein shall prohibit the disclosure of information in summary form, including the publishing of reports of services provided in this Grant Agreement, so long as the identity of the client remains confidential and all other State & Federal laws and regulations are met.
- g) <u>Conflict of Interest</u>: The SUBGRANTEE and COUNTY confirm that, to their knowledge, no COUNTY employee has any personal or beneficial interest whatsoever in the services described herein. No staff member of the SUBGRANTEE, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity that would constitute a conflict of interest relative to this Agreement.

- h) Entirety of Grant Agreement: This Grant Agreement (8 pages) and Attachment A, CLIMB Application with revised budget (13 pages), Attachment B, Reporting (7 pages) and Attachment C, COUNTY's agreement with DFS (10 pages) represent the entire and integrated Grant Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- i) Indemnification: To the fullest extent permitted by law, SUBGRANTEE shall indemnify, defend and hold harmless COUNTY, and its officers, agents, employees, successors and assigns from any cause of action, losses, injuries, liabilities, damages, claims, demands or costs arising from or in connection with this grant agreement (including reasonable attorneys' fees) (collectively "Claims") arising out of all activities in connection with the Project, Grantee's (and any sub-grantee's) performance under this Grant Agreement, or failure by SUBGRANTEE (or any sub-grantee) to comply with the terms of this Agreement or any TANF program rules and/or regulations. SUBGRANTEE shall be solely liable and responsible for all acts or omissions in connection with the Project or the performance of the Project or this Agreement (including without limitation the acts, omissions or performance of the Project or this Agreement by any sub-grantee), including without limitation all Claims arising in connection therewith, and COUNTY (its officers, agents, employees, successors and assigns) shall have no liability to SUBGRANTEE, any sub-grantee or any third party for, and shall be released from, all such Claims.
- j) Independent Contractor: SUBGRANTEE shall function as an independent contractor for the purposes of this Grant Agreement, and shall not be considered an employee of COUNTY for any purpose. SUBGRANTEE shall assume sole responsibility for any debts or liabilities that may be incurred by the SUBGRANTEE in fulfilling the terms of this Grant Agreement, and shall be solely responsible for the payment of all federal, state and local taxes that may accrue because of this Grant Agreement. Nothing in this Grant Agreement shall be interpreted as authorizing SUBGRANTEE or its agents and/or employees to act as an agent or representative for or on behalf of COUNTY, or to incur any obligation of any kind on the behalf of COUNTY. SUBGRANTEE agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to COUNTY employees will inure to the benefit of SUBGRANTEE or SUBGRANTEE'S agents and/or employees as a result of this Grant Agreement.
- k) <u>Kickbacks</u>: SUBGRANTEE warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant Agreement.
- l) Notices: All notices arising out of, or from, the provisions of this Grant Agreement shall be in writing and given to the parties at the address provided under this Grant Agreement, either by regular U.S. mail or delivery in person. Delivery shall be deemed to have occurred 3 days following deposit in the U.S. mail or upon delivery in person.
- m) Grantee to Keep Informed: The SUBGRANTEE shall keep fully informed of all federal and state laws, local laws, regulations and all other orders and decrees of bodies or tribunals having any jurisdiction or authority which may, in any manner, affect the duties and responsibilities to be performed by SUBGRANTEE under the terms and conditions of this Grant Agreement.

- n) Patent or Copyright Protection. SUBGRANTEE recognizes that certain proprietary matters, techniques or information may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by the SUBGRANTEE or its sub-grantees hereunder in connection with the Project will infringe any such rights of any person or entity nor will it violate any restriction. SUBGRANTEE shall defend, indemnify and hold harmless COUNTY from any infringement, violation or alleged infringement or violation of any such patent, trademark, copyright, license or other restrictions.
- o) <u>Prior Approval</u>: This Grant Agreement shall not be binding upon either party, no services shall be performed under the terms of this Grant Agreement, and no funds will be disbursed hereunder until all necessary approvals and actions have occurred as determined by COUNTY in its discretion and this Grant Agreement has been reduced to writing and signed by both parties.
- p) <u>Severability:</u> Should any portion of this Grant Agreement be judicially determined to be illegal or unenforceable, the remainder of the Grant Agreement shall continue in full force and effect as if the illegal or unenforceable term was omitted.
- q) Governmental Immunity: COUNTY does not waive its governmental immunity, as provided by any applicable law including W.S. 1-39-101 et seq., by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.
- r) <u>Taxes</u>: SUBGRANTEE shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to social security taxes, workers' compensation, unemployment insurance and sales taxes in connection with performance of the Project and this Grant Agreement.
- s) <u>Time is of the Essence</u>: Time is of the essence in the performance by SUBGRANTEE of all provisions of the Grant Agreement.
- t) <u>Waiver</u>: The waiver of any breach of any term or condition in this Grant Agreement shall not be deemed a waiver of any prior or subsequent breach.
- u) <u>Titles Not Controlling</u>: Titles of sections are for reference only, and shall not be used to construe the language in this Grant Agreement.
- v) 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 Grant Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Grant Agreement shall operate only between and for the benefit of the parties to this Grant Agreement.

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9) Signatures. By signing this Grant Agreement, the parties represent and warrant that they have read and understood it, that they agree to be bound by the terms of the Grant Agreement, that they have the authority to sign it, and that they have received a signed and dated copy of the Grant Agreement. The effective date of this Grant Agreement is the date of the signature last affixed to this page. LARAMIE COUNTY, WYOMING Linda Heath, Chairman Date: Laramie County Commissioners Debra Lee, Laramie County Clerk By: _ Date: **CLIMB WYOMING OF CHEYENNE** Ray Fleming Dinneen, Executive Director REVIEWED AND APPROVED AS TO FORM ONLY

Mark Voss, Laramie County Attorney

COVER PAGE

5.	County/Tribe:	Laramic County
3.	provides requeste	rator. Ensures programs are being implemented correctly, communicates grant changes and d paperwork and data to Department of Family Services. All Communication regarding this conducted through this person.
Name:		Sandra Newland
Title:		Grants Manager
Organiz	ation:	Laramie County, Wyoming
Address	:	310 W. 19th Street, Suite 140, Cheyenne, WY, 82001
Phone:		307-633-4201
Email a	ddress:	snewland@laramiecounty.com
5.	Primary Contact	for the <u>Sub-recipient</u> . Implements the program.
Name:		Misty Savage
Title:		Program Director
Organiz	ation:	Climb Wyoming
Address	:	123 East 17th Street Cheyenne, WY 82001
Phone:		307-778-0094
Email a	ddress:	misty@climbwyoming.org
Progran	n Name:	Climb Wyoming in Laramic County
Request	ed Amount:	\$51,000.00
6.	Authorized Repr	esentative: Linda Heath County Commissioner Chair
Date:	April 23, 2019	
Phone:	307-633-4260	E-Mail: commissioners@laramiecountv.com

PROPOSAL

A. Summary of Proposed Program

1. Please provide a synopsis of the program you propose.

Climb Wyoming's mission is for low-income single mothers to discover self-sufficiency through career training and placement. Climb will serve approximately 30 low-income single mothers and about 60 children through two job training and placement programs. The following are strategic priorities:

- The Climb program ensures that low-income single mothers receive the training, skills, and support necessary to reach economic self-sufficiency and to succeed long-term in all aspects of their lives.
- Participants learn life skills including parenting, stress management, and budgeting that improve their capacity for successful parenting and more stable environments for their children.
- 8. Local businesses are strengthened by hiring Climb graduates who are trained with appropriate skills and ready to succeed as productive contributors in the workplace.
- Community benefits include increased school attendance rates, decreased child behavior problems, improved
 mental health, decreased substance abuse, and increased access to private health insurance.

Climb aligns with the TANF CPI primary goals stated above since Climb is a research-based program, provides services to assist single mother families in moving toward self-sufficiency, collaborates in the community for planning and implementation, and is data-driven and community-based. Because the Climb program is free for participants, government and philanthropic support allow single mothers to participate. Receiving donations from a diversity of funders including government improves Climb's long-term sustainability to continue our critical work.

4.	Yes No If so, how is it different?
	Not applicable
3.	Area(s) served.
	The Climb Wyoming program serves low-income single mothers from Laramie County.
4.	Population served.
	The population is low-income single mothers living at or below 185% of the Federal Poverty Level.
5.	Beginning and end date of program.

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6. Program availability: when is the program offered (i.e. time of day, how often, time of year)?

Each program is approximately 6 months long from recruitment through graduation and is offered twice each year. Program research and planning, a critical phase to determine employer needs and training components, starts several months before the program. Once the training focus is determined, recruitment occurs to find participants most in need and ready for change. After program participants are determined, the intensive portion of the training lasts for approximately two months including skills training, job training and therapeutic support. During this phase, participants potentially meet each day from 8am – 5pm. The job placement, expected to become a long-term career, lasts approximately 6-8 weeks. Lastly, ongoing support is critical for all graduates through planned events and personal graduate interactions as needed.

B. Statement of Need

October 1, 2019 - September 30, 2020

The intent of TANF CPI is to provide Counties with programs that meet specific needs of their community.

Attachment A to the Contract between Wyoming Department of Family Services and Laramie County Commissioners
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How have you determined there is a need for the services you propose? Describe local data that was used to
determine the needs of families.

Single mothers and their children experience the highest rates of poverty among families in Wyoming. According to the U.S. Census Bureau (2015), 31% of single mother families with children under age 18 live below the poverty level in Cheyenne with that number increasing to 49% with children under the age of 5, the years when the majority of brain development occurs. Young children who grow up in poverty experience more challenges, poor physical and mental health, and fewer employment opportunities later in life. (Kids Count 2017). According to the Annie E. Casey Foundation, low-income parents experience increased daily stress from insufficient income which can compromise good parenting and inevitably affect their children.

Climb Wyoming serves the vulnerable population of low-income single mother families living at or below 185% of the Federal Poverty Level. Generational poverty creates significant barriers to job success, trapping low-incomes single mothers and their children in a cycle that Climb participants are ready to break. Climb addresses these needs through its therapeutic support; building social capital by intentionally running the program with a group setting; providing long-term job training and placement to provide economic stability and access to healthcare; and offering comprehensive educational services to participants such as parenting, budgeting and life skills.

Furthermore, Climb focuses on long-term employment for graduates to help provide stability for local employers.

2. What is the resource gap(s) that is being addressed by your program?

The Climb model is a multi-generational, therapeutic and skills-based intervention that moves women toward self-sufficiency through gainful employment. The therapeutic component of Climb aims to help women protect their mental health, raise strong families, and make a generational impact by modeling healthy relationships and career choices. This combination of services allows the single mothers we serve to overcome their personal barriers to success and make permanent life changes for themselves and their children. Climb helps single mothers, regardless of their background, reach their full potential.

Climb sees employment as a catalyst for change and trains single moms who are ready for jobs that exist. The Climb research and planning phase is critical to determining career paths where long-term job placements are available and provide self-sufficient wages and opportunities for advancement. For example, Climb is currently offering a Pipefitting/Class B Commercial Driver's License training due to hiring demand. These professions often have higher starting wages leading single mothers to self-sufficiency quicker. Climb's research and planning phase is critical to adapting to Cheyenne's ever-changing economy and providing trainings where long-term placements are available.

In the words of recent program participant, Justiss, "For us, Climb is only the beginning. This is a stepping stone to further our careers in the medical field and find success."

3. Describe what research based programs and strategies will be utilized to make the program successful.

Each Climb program delivers the program model key strategies which include the following:

<u>Program Research and Planning</u>: Climb staff identify career opportunities in growing fields with livable wages and engage and conduct surveys of businesses and industry groups. Based on this input, Climb works with a community college or private training entity to develop a curriculum for participants. The Climb research and planning phase is critical to determining career paths where long-term job placements are available and provide self-sufficient wages and opportunities for advancement.

<u>Participant Recruitment</u>: Climb staff recruit and receive referrals for low-income single mothers who are most in need, and ready to transition to a new career opportunity. Program staff coach candidates to overcome obstacles such as low self-esteem, childcare, transportation and housing so they can participate. Each Climb program serves

on average 10 low-income single mothers who complete the program as a group and evolve into a peer support network.

Comprehensive Training: Job skills trainings for participants develop the skills necessary to seek, obtain, and maintain stable, long-term careers in high-demand occupations. The comprehensive training phase includes industry specific training, work readiness training, life skills training, parenting skills training, mental health services (including both group and individual counseling provided by a Licensed Mental Health Provider) and participant advocacy services. Life skills topics include financial literacy, workplace communication, nutrition and more.

<u>Job Placement</u>: Participants transition to the workplace through the Climb job placement where they use skills learned during training in a position that is expected to become a long-term job. Staff members work closely with employers to ensure that participants are meeting expectations and offer additional support as needed. Depending on the needs of the situation, the job placement may include reimbursed wages to the employer.

Ongoing Support: Climb staff members meet with graduates after they finish the program to support success in the workplace and family stability. Climb staff also connect graduates to existing services and benefits in the community. Due to the comprehensive nature and intensity of the program model, it is important that Climb helps participants to maintain the success they have gained and meet challenges as they arise.

C. Community Partnerships

1. A description of how community wide collaboration in planning and implementation occurred.

Since collaboration is a cornerstone of the Climb model, community partners play a critical role in program planning and implementation. Climb involves government agencies such as the Department of Family Services to identify and address the needs of the working poor and avoid duplication of services in the community. Local businesses and corporations help Climb plan programs by providing information on the local economy and workforce needs and offering job placement experiences and hiring opportunities for Climb graduates at the end of the program. While Climb staff research programs, local businesses and industry groups help craft the training by explaining their hiring needs, potential wages, current demand, career paths, and traits and skills they are looking for in future employees. Climb staff then partner with community colleges, private training entities and future employers to develop the training curriculum that includes the required knowledge and skills for the trianing. This thorough research and planning with local businesses ensure that employer needs are met, and participants will be placed into long-term job opportunities with a self-sufficient wage and opportunities for career growth.

Once participants are placed, Climb staff continue to work closely with employers 1) to identify the appropriate match between graduate and employee, 2) to serve as a participant advocate with negotiating details of employment such as wages, work conditions and benefits, and 3) to engage in two work experience performance evaluations to model effective and appropriate communication between the supervisor and employee. The performance evaluations confirm expectations are being met and identify ways the participant can improve if needed. As the participant nears the end of the agreement, Climb staff review the performance evaluations and advocate with the participant to transition into a permanent position. Staff takes both the participant and employer needs into consideration to ensure long-term success for all parties.

During the implementation of the program, Climb partners with dozens of individuals, agencies and organizations to help the participants address barriers to success and help families move out of poverty permanently. To provide increased success with recruitment, Climb has established relationships with specific divisions of Department of Family Services and community organizations for referrals. Climb partners with community colleges or private trainers to provided technical expertise during the program. Local citizens at each site volunteer as mock interviewers to help simulate the real-world interview experience for participants. Finally, Climb refers participants to outside agencies for additional mental health support or community support as needed.

Please see question C2. below for a list of local community partners.

2. List the community partners involved in the program implementation and the resources that will be provided by each partner.

(Additional lines/pages may be added if needed.)

Community Partner	Resource that will be provided
Equal Justice Wyoming	Legal information and consultation with participants
My Front Door	Home ownership
Safehouse	Domestic violence services
YMCA	Donate 6-month membership and provide tour as a life skill during the Climb Program
Simon Construction	Job skills
Health Care Provider Education Center	CNA training
Plumbers and Pipefitters UA Local 192	Pipefitting training
Laramie County Community College	Collaborate to build in demand training opportunities, flexible to accommodate Climb's needs
HealthWorks	Provide testing for CNA training, also resource for other health/dental needs
Recover Wyoming	Work with Climb to provide recovery support and mentorship as a resource in the community
Sage Truck Driving School	Collaborate to provide CDL training and testing
Health Care Provider Education Center	Collaborate to provide CNA training, including clinicals and a tour of a long-term care facility
Julies Career Closet	Life skill class for professional clothing
Bodylines Dance and Pilates Studio	Host life skills 2 times during each program including introduction to exercise and awareness of nonverbal communication
University of Wyoming Family Medicine	Resource for health needs
Peak Wellness	Resource for mental health needs
Volunteers of America	Resource for temporary housing assistance
Cheyenne Regional Medical Center	Job placements
Sierra Hills Assisted Living	Job placements
4 Quarters Excavation	Job placements
Duran Construction	Job placements
Wyoming Family Home Ownership Program	Resource for Home Ownership and financial education

3. Describe how the program will be sustained by the community beyond the funding period.

Climb recognizes the continued importance of sustainability through diversified funding streams. Besides government support as Community Partnership Initiative, Climb will focus on private support as well as local government support to stay sustainable over time through a mix of public and private funding. In order to provide a comprehensive tuition-free direct services program to low-income single mothers and their families, Climb will continue corporate and private fundraising efforts during Fiscal Year 2019 and beyond. As Climb moves towards an even more sustainable funding model, we continue focusing our efforts on strategic planning and increasing the fundraising role of the Board of Directors. Climb is also focusing on building a board reserve as well as an endowment and other funding sources for long-term sustainability. Climb's investor list demonstrates a diversity of support from local cities, counties, foundations, corporations and private foundations.

D. Project Goals and Outcomes

 Goals for the Project: What are the goals of your program? How will you serve TANF eligible individuals/families? Climb Wyoming's goals align with the TANF CPI goals stated above in the following ways:

- Climb will provide services to TANF eligible single mother families that live at 185% of the Federal Poverty Level or below. Climb will serve approximately 30 low-income single mothers and 60 of their children throughout the year.
- Climb will alleviate poverty and prevent hardship among children and families. Over the past five
 years, monthly wage income for employed participants at the Cheyenne site more than doubled after
 program completion from an average of \$1,187 to \$2,436 per month two years post-program.
- Climb will create effective pathways to economic opportunity, including training and individualized services for those with barriers to employment. The Climb model realizes there is more to permanent life change than just getting a job. A variety of other skills are needed to have long-term success in breaking the generational cycle of poverty. Each program throughout the state collaborates with trainers, nonprofit organizations and community leaders in specific fields to ensure that participant needs are met through local resources. The Climb curriculum drives these tailored life skills activities and other training components.
- Climb offers services to keep children in their homes or in the homes of relatives. The Climb model
 is a multi-generational program that focuses on parenting skills to help participants maintain healthy
 relationships as work and at home. The combination of services allows single mothers we serve to
 make permanent life changes for themselves and their children.
- Climb provides employment, job preparation, and training services. Work readiness training
 provides tools for participants to use as they seek and sustain long-term careers in fields that move
 them out of poverty. Volunteers donate time as mock interviewers to offer real-life interview
 practice. Climb staff work closely with the employers and participants through the job placement
 phase to assist with communication and reviews for a successful experience.
- Climb provides programs and services that include counseling and mentoring. The Climb Program is unique because it strengthens participants' mental health through a myriad of services including the mental health assessment, group counseling and individual counseling. These services, along with appropriate referrals, are a critical component as they allow participants to begin to address personal barriers that are standing in the way of their successes. This mental health component also provides an avenue for participants to build healthy relationships with others, which will support them in contributing successfully in their professional environment.
- Climb provides parenting skills training. The success of Climb is largely due to these supports
 provided to women around parenting A positive parent-child relationship helps kids reach their full
 potential when living in stressful situations like poverty.
- Climb provides activities to promote parental access and visitation. Climb serves mothers who are
 working toward reunification with their children. Climb staff play a key role in advocating for site
 visitation and parental access for participants as the they gain stability and move towards selfsufficiency.

Climb will serve TANF eligible single families by addressing the following:

- Climb will help end the dependence of needy parents on government benefits by promoting job
 preparation and work. At the Cheyenne site, at application to Climb, 58% of participants are using
 public healthcare. Two years post-program, this number is reduced to 36%. At the same time, 85% of
 Climb graduates who were utilizing food stamps before Climb show a decrease in dependence two
 years post-program.
- Climb will provide assistance to needy families so that children may be cared for in their own homes
 or in the homes of relatives. In 2018, Climb staff was invited to Washington, DC to share best
 practices at a small working roundtable session exploring Two Generational Strategies to Promote
 Success for Young Adult Families, sponsored by the Annie E. Casey Foundation.
- 2. Outcomes: Using the chart below, please identify the measurable outcomes you expect for TANF eligible individuals/families as a result of program implementation in order to meet the above goals? These measurements will be used to evaluate the program's success.

Complete your outcomes for TANF CPI: (additional lines/pages may be added if needed)								
Outcome	Measurement	Activities to Accomplish Outcome	Data/Quality Assurance to be Collected to Validate Measurements					
80% of Climb participants who enter a program will successfully complete it.	24 of the 30 participants who enter the program will successfully complete it.	During recruitment, Climb staff help participants address any barriers including childcare and transportation. During the program Climb advocates for participants and provides mental health counseling to overcome barriers for success.	Climb tracks the participants who graduate in our customized participant database that can demonstrate trends over time.					
70% of Climb program graduates will be employed after program completion.	17 of these program graduates will be employed one year after program completion.	Climb programs include pre- employment skills including job searching techniques, resume writing, interviewing techniques, employee/employer relationships, and job retention. Climb staff work with the participants to ensure a successful interview process and support the participant during job placement as she practices new skills.	Climb conducts participant follow- ups at 3-month intervals from program completion to 24 months post program. Climb collects employment data such as place of employment, hours per week and hourly wages as well as participant and child health insurance data. From program end to 12 months, Climb collects this data by Climb staff contacting participants via phone, email or text. From 15-24 months, Climb contracts with the Wyoming Survey and Analysis Center (WYSAC) to conduct the follow-ups via phone survey.					
The target wage post-program will be a wage that moves participants towards self-sufficiency based on the Wyoming Self Sufficiency Standard.	17 program graduates will be earning a wage that moves them towards self-sufficiency based on the Wyoming Self Sufficiency Standard.	Comprehensive training develops the participants' strengths and builds upon them through extensive training in high-demand, high-growth occupations that lead to self-sufficient wages. Climb staff follow up with employers to establish performance evaluations and communication for long-term success.	Climb conducts participant follow- ups at 3-month intervals from program completion to 24 months post program. Climb collects employment data such as place of employment, hours per week and hourly wages as well as participant and child health insurance data.					
50% of Climb program graduates who enter the program utilizing food stamps will show a decrease in the dependence on food stamps.	6 of the 12 program graduates who enter the program utilizing food stamps will show a decrease in their dependence on food stamps.	To continue to support the participants, Climb staff members meet with graduates after they finish the program to sustain success in the workplace and family stability.	In order to assess decreasing dependence on government benefits, Climb collects food stamp and childcare data from the Wyoming Department of Family Services.					

50% of Climb program graduates who enter the program utilizing public healthcare will show a decrease in the dependence on public healthcare.	3 of the 6 program graduates who enter the program utilizing public healthcare will end their dependence on public healthcare.	To continue to support the participants, Climb staff members meet with graduates after they finish the program to sustain success in the workplace and family stability.	In order to assess decreasing dependence on government benefits, Climb collects healthcare data from the participants through the surveys.
100% of graduates will have received life skills trainings and mental health counseling.	The 30 participants who participate in the Climb program will have received life skills training and mental health counseling.	Climb offers life skills classes as parenting, budgeting, nutrition and more. Climb contracts with a licensed Mental Health Provider at each site and each participant receives individual and group counseling.	Climb staff determine the life skills for each program based on the needs of the participant group. All participants must participate in the mandatory individual and group counseling component of the Climb program.

3. Describe your data collection methods to be used.

Since 2004, Climb has tracked the progress of program participants for a full year after completing the program. Climb staff members use a standardized interview to collect outcome data on each client at the following post program intervals: 3-months, 6-months, 9-months and 12-months after program completion. Staff members utilize client interviews, public records and interviews with employers to collect client data. Data is then entered into Climb's centralized database and verified by the Statewide Participant Database Administrator. In 2005, Climb began partnering with the Wyoming Survey and Analysis Center (WYSAC) to conduct second year follow-ups. WYSAC staff members use the same standardized interview questions to collect outcome data on each participant at the following intervals: 15-months, 18-months, 21-months and 24-months after program completion. This data is also entered into the database and reviewed by the Statewide Participant Database Administrator.

A customized database tracks program records and ensures accurate, ongoing data collection. Climb utilizes participant self-report forms, staff observations, interviews and records to document each participant's progress and program outcomes. A pre- and post-program mental health assessment identifies mental health symptoms and tracks decreases in symptoms post program.

Data will be provided in quarterly reports to validate outcomes. Quarterly reports will include training completion, hourly wage pre-program and hourly wage post-program. These quantitative goals were selected because they can be consistently tracked and verified using participant or employer interviews and public records.

4. How will you evaluate the effectiveness of the TANF program for individuals/families served? How do you determine the success of your program?

Program evaluation is a critical component of Cheyenne Climb programs to ensure effectiveness and allow for continuous improvement. Climb tracks the progress of program participants for two years after completing the program. Staff track the number of participants who enroll in and complete the Climb program; the number of participants who acquire unsubsidized employment after program completion; and changes in hourly wage rate, childcare assistance, food stamps (SNAP), and health care status before and after the program to evaluate levels of reliance on state assistance. Climb also tracks the Return on Investment for each participant.

The program will be evaluated qualitatively by improved participant mental health and family relationships through licensed providers' assessments and mental health data accumulated pre- and post-program. The pre- and post-program mental health assessment identifies mental health symptoms and tracks decreases in symptoms post program. Climb staff utilize client self-report forms, staff observations, client interviews and client records to document each participant's progress and overall program outcomes. Climb collects participant feedback and personal experiences through the interviews at the end of the program. From the

analyses, Climb staff determine if program approaches in mental health and parenting, in particular, are achieving desired objectives. Results are used to make program adjustments as necessary related to the findings for better participant success.

To continue a successful program, staff listen to participants and hear what is important to them. Climb learns from and improves its work through these stories from moms like Sarah Neuer who attended a February 2018 training in Cheyenne. In her words, "I can't explain in words sufficiently how grateful I am to this amazing organization; they have truly changed my life. I am now a concrete mixer driver and make \$19 an hour. I have my own apartment for the first time in my life and I'm finally proud of myself and my capabilities. More than me though, I am able to provide for my amazing children. They have seen me work hard and are proud of their mom. I can now focus more on being a better mom and less about stressful things like how I'm going to afford to feed these boys. I am independent, I am confident, I am capable. I'm able to be the best version of myself and the best mom I can be because of Climb."

Climb has recently been asked to present at events highlighting the model's effectiveness. Some of these include the following:

- In 2018, Climb staff presented on human-centered design at the 2018 American Public Human Services
 annual conference designed to assist Health and Human Service leaders and policy makers to shape the future
 of Supplemental Nutrition Assistance Program and Temporary Assistance for Needy Families programs.
- In 2018, Climb was invited to attend and present at an Ascend at the Aspen Institute regional
 conference. Ascend is the national hub for breakthrough ideas to move children and adults to educational
 success, economic security and well-being.

G. TANF Recruitment

1 Describe your recruitment and enrollment process or TANF eligible individuals/families?

During recruitment, Climb program staff work hard to locate low-income single mothers who are most in need and ready for a life change. Climb staff accept referrals from local agencies and organizations, post ads in local media, send direct mail, distribute posters and flyers, host an information meeting, and make presentations at community events. Climb extensively uses digital media to target and reach potential participants, including ads via Google, YouTube and Facebook. Once a single mother has reached out to Climb, staff assist and coach her to overcome obstacles such as low self-esteem, childcare, transportation and housing so that she can participate. Each Climb program serves 8 to 12 low-income single mothers who complete the program as a group that evolves into a strong peer support network that lasts well beyond the end of the program.

2. What is the projected number of TANF eligible individuals that will be served by this program?

The projected number of TANF eligible individuals served by Cheyenne Climb is 30 single mothers and approximately 60 of their children.

Provide an explanation on how income information will be gathered to determine TANF eligibility. Income
eligibility shall be established by verifying gross family income for the previous month. Applicants shall use a
TANF Eligibility Intake Form. A copy of the TANF Eligibility Intake Form shall be attached to this proposal.

Climb uses a rigorous process to ensure income eligibility for the Climb programs. If a potential participant is utilizing food stamps (SNAP), Climb program staff members verify this information with the Department of Family Services to confirm TANF eligibility. If the potential participant is not utilizing food stamps (SNAP), Climb program staff members verify employment and wages by checking pay stubs or verifying income with the applicant's employer to ensure that household income is less than or equal to 185% of the Federal Poverty Level. Other family income documents such as unemployment stubs, tax returns, or income verification from other applicable family members are also collected and included in documentation. Eligibility is documented in each participant's file and reviewed by a Climb home office employee who is specifically trained in eligibility determination. Any questions about eligibility are directed to the grant administrator prior to a participant's acceptance to Climb. Climb staff will work directly with the grant administrator for prior approval to tailor the currently effective TANF Eligibility Intake Form. Climb makes this request since Climb collects information from

participants in addition to the information which is gathered under the TANF Eligibility Intake Form. The attached Program Application form represents the document.

BUDGET

Instructions:

- The budget of the program should be described with enough detail that expenditures of funds could be easily reviewed. Preference will be given to programs concentrating on services rather than programs building their administrative structure.
- List costs of the program including program costs, administrative costs, total costs, and estimated cost per individual/family.
 - a. The Proposer shall submit a proposed budget in line item detail listing each employee's compensation and benefits and each category of expenditure and the proposed amount. The Contractor shall be required to use the invoice form attached to this proposal.
 - b. The budget shall include a narrative of duties of each employee and an explanation of each line item stating the purpose of the expenditures.
 - The Proposer shall separate all administrative costs to verify compliance with administrative limitations.
 - d. Administrative expenses shall not exceed 10% of the non-administrative expenses.
- 3. Only expenses related to services to TANF eligible individuals/families can be billed to TANF CPI. This means that all grant expenses must show the formula for how the allocation of expenses is determined for TANF eligible individuals/families funded under this proposal. Expenses are based on the percentage of TANF individuals/families vs non-TANF individuals/families served as well as the percentage of time working on TANF-related activities.
- 4. Program costs are associated with direct service delivery to TANF eligible individuals/families (i.e. salaries, rent). Administrative costs are associated with activities needed to support the program, but are not a direct service to families (i.e. data collection, completion of reports).

Budget:

1. TANF funds are limited and can only provide a portion of the funding needed for services. What are your other funding sources that will be used to operate the program? (i.e. Cash contributions and non-federal funds used to support)

Other major funding sources (over \$1,000) include: City of Cheyenne - \$25,000 (pending) United Way of Laramie County - \$50,000 (pending) Hughes Foundation - \$15,000 (awarded) Mary H. Storer Foundation - \$15,000 (awarded) Daniels Fund - \$15,000 (awarded) Hearst Foundation - \$15,000 (pending) U.S. Bank - \$10,000 (pending) AT&T Foundation - \$5,000 (pending) Cross Charitable Foundation - \$5,000 (awarded) Etchepare Family Foundation - \$5,000 (awarded) Taco John's International - \$4,168 (awarded) Wyoming Contractors Association - \$3,000 (awarded) First Interstate Bank - \$3,000 (awarded) State Farm - \$2,500 (pending) Wells Fargo - \$2,000 (pending)

> Attachment A to the Contract between Wyoming Department of Family Services and Laramie County Commissioners Page 38 of 57

First Interstate Bank - Cheyenne - \$2,500 (will apply)
Walmart Distribution Center - \$2,000 (pending)
ANB Bank - Cheyenne - \$2,000 (awarded)
Walmart Store Cheyenne - \$1,500 (awarded)
Dray, Dykeman, Reed & Healy, PC - \$1,000 (awarded)
Private Donors - \$50,000 (awarded)

2. What are the cost/benefits of providing this program? In other terms, what is the Return on Investment (ROI)? ROI is a performance measure used to evaluate the efficiency of an investment.

Climb measures the impact of the program by comparing participants' wages at application and the increased wages the moms earn 90 days post program. The following is a calculation of Climb's Return on Investment (ROI) data for the past 5 years.

- Impact without Program: 41% of Climb participants are employed at intake making an average of \$1,187 in monthly wage income. 59% of participants are unemployed at intake and therefore making \$0 per month. Climb participants are making an average wage of \$490 before the program x 12 months = \$5,880 average annual wage.
- Impact from Program: 90 days post program, 81% of graduates are employed and 19% unemployed making \$1.919 in monthly wage income x 12 months = \$23,028.
- Total increase in wages over first year period = \$23,028 \$5,880 = \$17,148.
- The average decrease in food stamp usage at 90 days post program is \$199 x 12 months = \$2,388.
- Therefore, the total Return includes total increased wages of \$17,148 + total savings for reduced food stamp usage of \$2,388 = \$19,536.
- The total Investment or Cost per Participant is based upon services to 30 newly enrolled participants during the October 2018 to September 2019 grant period costing \$75,000. Cost per participant calculation is \$75,000 + 30 = \$2,500.
- Based on increased wages, decreased food stamps and the cost per participant the Return on Investment (ROI) in year one is 7.81 to 1.
- Lifetime Return on Investment is based on an average age of participant being 28 and working until age 65 (37 years post program) at an increased wage and decreased food stamps usage of \$19,536 x 37 years = \$722,832 + \$2,500 = 289.13 to 1.

Cheyenne Climb Amended Budget:

	Program Costs	Administration Costs	Summary and Justification for Budget Expense
Salaries Admin: Activities spent managing the grant. Program: Wages for all staff who provide direct client services.	28,560	3,808	Program Director (\$68,250 annual salary) is responsible for oversight and/or implementation of all aspects of the Climb program model with a primary focus on program coordination, planning and administration. Assistant Program Director (\$50,000 annual salary) is responsible for assisting the Program Director with implementation of all aspects of the Climb program model with a primary focus on program coordination and planning. The Business Liaison (\$65,100 annual salary) is responsible for establishing relationships with businesses and industries; working with training entities to ensure job-skills training meets industry needs; recruiting employers; facilitating participant work placements;

	•		coordinating employer work evaluations; preparing case notes; assisting with the coordination of participant services such as vaccinations, drug tests, work clothing purchases, etc.; and addressing participant work needs as they arise. Program Coordinator (\$40,000 annual salary) is responsible for performing tasks required to ensure coordination of the multiple programs happening simultaneously throughout the office. Position is also responsible for efficiency of case management in order to meet the needs of participants, Climb staff members and community agencies. Program Coordinators also develop healthy and effective relationships that support the work of both Climb staff members and Climb participants. Administrative salaries are to support Climb's centralized home office staff that support the entire statewide operations to handle such things as budgeting, grant reporting, financial processing, insurance, auditing, and human resources. The amount reflected on this budget represents an allocation of time spent directly supporting the site as well as this grant.
Employer Paid Benefits Admin: Activities spent managing the grant. Program: Wages for all staff who provide direct client services.	2,040	340	Retirement, health, dental, vision, and life insurance expenses for those employees that participate in Climb's insurance plan. (Program Director \$2,500; Assistant Program Director \$1,500; Business Liaisons \$1,500; Program Coordinator \$5,000)
Employer Payroll Taxes Admin: Activities spent managing the grant. Program: Wages for all staff who provide direct client services.	2,856	476	Employer paid payroll taxes are estimated at 10% of the salaries budgeted. (Program Director \$6,800; Assistant Program Director \$5,000; Business Liaisons \$6,000; Program Coordinator \$4,000)
Supplies Admin: Supplies and expenses needed to manage the grant. Program: Supplies needed for instructor use.	115	N/A	General office supplies including postage, ink cartridges, paper.
Recruiting and Marketing Cannot include promotional items.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Travel Travel necessary to serve participants.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Rent and utilities Admin: Rent and utilities for time spent managing the grant. Program: Rent and utilities for	5,100	N/A	Rent and utilities for office space, classrooms, and group/individual mental health treatment space. Also includes phone, fax, internet services, and cleaning of office space.

space provided to direct services for participants.			
Participant Tuition and Class Fees	to a section of	• • • · · · · · · · · · · · · · · · · ·	the design test
Participant Class Supplies and Materials	130	N/A	Materials to meet needs of participants during training and group activities.
Participant License and Certification Fees	tark iber i te er titt til tr	n Bedelfgereite Laten Keit	1.54% have to enter test.
Participant Drug and Aptitude Screening Can include other types of assessments.	facility environment and sub-	e de la granda	Barrierana et estado
Work Support Services and Clothing	total	1.2 foresta graph of	may the contractors
Participant Wages	t ing 2 kg militing mga	e 14 5 fr i en e ditto e i e	r frit inge avertøytest
Participant Fringe Benefits	Kaisal Barry SA Spita 1	tomak barrina Smlatitisa	e light it we be entire tool
Participant Incentives	1,360	N/A	Incentives earned by participants for completed goals to assist them with living expenses while in training.
Other Student Needs: Mental Health Provider	6.215	N/A	Amounts paid to contracted mental health provider for group and individual counseling services.
Sub-Total	46,376	4,624	Total Administrative Costs cannot exceed 10% of your total Program Costs
TOTAL BUDGET (Program + Admin)	51	,000,	
Number of TANF Participants Planning to Serve		30	The second district of
Cost Per TANF Participants	1.	700	

COVER PAGE

1.	County/Tribe:	Laramie							
2.	Project Administrator. Ensures programs are being implemented correctly, communicates grant changes and provides requested paperwork and data to Department of Family Services. All Communication regarding this proposal shall be conducted through this person.								
Na	me:	Sandra Newland							
Tit	le:	Grants Manager							
Orį	ganization:	Laramie County							
Ad	dress:	310 W. 19th Street, Suite 140, Chevenne, WY 82001							
Pho	one:	307-633-4201							
Em	ail address:	snewland@laramiecounty.com							
3.	Primary Contact	for the <u>Sub-recipient</u> . Implements the program.							
Na	me:	Brenda L, Birkle							
Tit	le:	Executive Director							
Οη	ganization:	WYFHOP dba My Front Door							
Ađ	dress:	P.O. Box 21682							
Pho	one:	307-286-0736							
En	ail address:	brenda@myfrontdoor.org							
4.	Program Name:	Phase I Financial Literacy							
5.	Requested Amou	int: \$10.000.00							
6.	Authorized Repr	resentative: Linda Heath, Chairman County Commissioner Chair							
Da	te: <u>April 23, 2</u>	019							
	Phone: 307_	633_4260 F.Moil: commissioners@leremiecounty.com							

Quarterly Report and Invoice



Temporary Assistance for Needy Families Wyoming Department of Family Services

TANF CPI FFY20 Quarterly Report and Invoice

County/Tribe:	La	ramie County
Reporting Period:		
Date:		

8	to	4	-48	-

During the quarter, please provide the below information on all the TANF individuals you served. Please provide any other relevant data you wish to share.

Participant name (Nam VAN)	# of Cathleso	Program envolunced date	SSM collected (YA4)	Employed at accolleges (YAO), hearly wage and 8 hours worked per week	Government programs utilizing at time of encollected	Services Provided (Le. vocational training, education, counseling, managering)	Milestones compland prior to acreior and (i.e. completed pescrifing classes, achieved a personal soul set)	Program completion date	Completed successfully (YAS)(ressort)	Employment after program completion (VAO), locaty wage and # hours worked per week	Children remain to the bacos (YAN)	Apositio Gesto met for Individual?	Other information to Report?
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TOTAL TANT Individuals Served													
TOTAL Individuals Served											<u> </u>	ļ	<u> </u>
% of TANF to Non-TANF			<u> </u>		<u> </u>			<u> </u>		<u> </u>	<u> </u>		L

Evaluation of Outcomes:

Greater Wyoming Big Brothers Big Sisters:

Outcome	Measurement	Activities to Accomplish Outcome	Data/Quality Assurance to be Collected to Validate Measurements
For youth in one-to-one mentoring	programming		
80% of youth will improve or maintain positive attitudes in relation to educational success, risk attitudes, and/or socio-emotional competency.	Youth Outcomes Survey		
80% of youth will improve or maintain positive attitudes in relation to parental trust or adult relationships.	Youth Outcomes Survey		
For youth in Progressive Youth:			
There will be a 10% gain in SAYO results relating to engagement in learning, problem solving skills, or initiative	SAYO		

Boys and Girls Club:

Outcome	Measurement	Activities to Accomplish Outcome	Data/Quality Assurance to be Collected to Validate Measurements
Identify 34 TANF eligible youth	Utilize TANF intake form to screen potential scholarship applicants.	Click here to enter text.	Click here to enter text.
Youth participate at least 52 times per year.	We will utilize our member tracking system to record Club attendance throughout the year.	Click here to enter text.	Click here to enter text.
Youth participate in age-appropriate programs which fit TANF goals.	We will utilize our member tracking system to record activity participation among TANF participating members specifically.		

Attachment B to the Contract between Wyoming Department of Family Services and Laramic County Commissioners
Page 3 of 7

Academic success is tracked through grade tracked through grade morticing, which we work morticing sund LCSD1 to do. do.	Youth achieve academic success
--	--------------------------------

Data/Quality Assurance to be Collected to Westurements	Activities to Accomplish Ontcome	Mensurement	Cilinb Wyoming: Outcome
Click here to enter text.	Click here to enter text.	24 of the 30 participants who enter the program will successfully complete it.	80% of Climb participants who cater a program will successfully complete it.
Click here to enter text.	Click here to enter lext.	17 of these program graduates will be employed one year after program completion	70% of Climb program gradustes will be employed after program completion.
Click here to enter text.	Click here to enter text.	or program graduates will be carning a wage that moves the theory been been on the Wyoming Self Sufficiency Standard.	The target wage post-program will be a wage that moves participants towards self-sufficiency based on the Wyoming Self Sufficiency Standard.
		6 of the 12 program graduates show a decrease in their militaing food stamps will dependence on food stamps.	50% of Climb program graduates who enter the program utilizing food stamps will show a decrease in the dependence on food stamps.
		3 of the 6 program graducines who enter the program utilisting public healthcare will end their dependence on public healthcare.	50% of Cilmb program graduates who enter the program gradual public cuts the program utilizing public program on public besitherer.

100% of graduates will have received life skills trainings and mental health counseling.	The 30 participants who participate in the Climb program will have received life skills training and mental	
	health counseling.	

Outcome	Performance Measure	Activities/Collaborations Conducted to Meet Outcome	Data/Quality Assurance to be Collected to Validate Measurements
Completion of Phase I; low to moderate income participants complete a 12-week financial literacy course	100% of Families that enroll will complete Phase I		
Completion of Phase II; participants establish and maintain a home savings account	60% of those that completed Phase I will move into Phase II.		

Successes and Challenges: Please share quarterly successes and challenge

Attachment B to the Contract between Wyoming Department of Family Services and Laramie County Commissioners Page 6 of 7

	Program Costs	YTD Program	Admin. Costs	YTD Admin	Program Budget	Admin Budget
Salaries						
GWBBBS					\$5,272.00	\$640.00
BGC					\$36,798.00	\$3,680.00
Climb					\$28,560.00	\$3,808.00
WFKOP					\$3,000.00	
Employer Paid Benefits						
BGC				<u>_</u>	\$3,000.00	\$300.00
Climb					\$2,040.00	\$340.00
Employer Payroll Taxes						
GWB8BS					\$720.00	\$88.00
BGC					\$3,565.00	\$357.00
Climb					\$2,856.00	\$476.00
Supplies						
Climb					\$115.00	
Rent and Utilities						
GWBBBS					\$1,280.00	
BGC					\$3,000.00	\$300.00
Climb					\$5,100.00	1
WFHOP					\$2,170.00	
Participant Tuition and Class Fees						
WFHOP					\$4,275.00	
Participant Class Supplies and Materials						
Climb					\$130.00	
WFHOP					\$555.00	
Participant Incentives & Expenses						
Climb	· · · · · · · · · · · · · · · · · · ·				\$1,360.00	
Other Participant Needs						
Climb (Mental Health Provider)					\$6,215.00	
Sub-Totals	0.00	0.00	0.00	0.00	\$110,011.00	\$9,989.00
Quarterly TOTAL (Program + Admin)					\$120,000.00	
Number of Participants Served						
Cost Per Participant						

Grants Copy 19-345

CONTRACT BETWEEN WYOMING DEPARTMENT OF FAMILY SERVICES AND LARAMIE COUNTY COMMISSIONERS

- 1. Parties. The parties to this Contract are the Wyoming Department of Family Services (Agency), whose address is: 2300 Capitol Avenue, Third Floor, Hathaway Building, Cheyenne, Wyoming 82002, and the Laramie County Commissioners (Contractor), whose address is: 310 West 19th Street, Suite 300, Cheyenne, Wyoming 82003
- 2. <u>Purpose of Contract</u>. The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall operate the Temporary Assistance for Needy Families Community Partnership Initiative (TANF CPI), a community plan which will provide a continuum of services to Laramie County families as outlined in Attachment A, which is attached to and incorporated into this Contract by this reference.
- 3. <u>Term of Contract</u>. This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from October 1, 2019 or the Effective Date, whichever is later, through September 30, 2020. All services shall be completed during this term.

4. Payment.

- A. The Agency agrees to pay the Contractor for the services described in Section 5, below, and in Attachment A. Total payment under this Contract shall not exceed one hundred twenty thousand dollars (\$120,000.00). 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 Agency. The source of funding for this Contract is federal Temporary Assistance for Needy Families (TANF) CFDA #93.558.
- C. When the Contractor is working at a location requiring an overnight stay, the Contractor shall be reimbursed at the rates set out in Wyo. Stats. §§ 9-3-102 and 9-3-103.
- 5. Responsibilities of Contractor. The Contractor agrees to:
 - A. Provide the services described in Attachment A;

- B. Enhance sustainability beyond the funding period;
- C. Determine TANF eligibility for families participating in the program. Contractor shall ensure that the TANF Eligibility Intake Form, which is incorporated into this Contract by this reference, is completed for each family being billed under this Contract;
- D. Bill the Agency for funding quarterly. The Contractor shall only bill for services provided to TANF eligible families. The quarterly invoice in Attachment B, which is attached to and incorporated into this Contract by this reference, shall be used when submitting quarterly invoices. Final invoices under this Contract must be received within thirty (30) days after the end of the Contract.
- E. Limit the administrative costs at ten percent (10%) of the program costs per invoice submission;
- F. Provide quarterly program performance reports to Agency. Contractor shall validate all outcomes utilizing quantitative and qualitative data. The report in Attachment B shall be used for each quarterly report:
- G. Provide reporting that is sufficient to provide an audit trail for state or federal auditors to determine accuracy of direct and indirect costs. Reports shall be submitted within thirty (30) days following the end of each quarter;
- H. Submit the Year End Report summarizing the entire year no later than thirty (30) days after the term of the Contract;
- I. Not use funds to purchase non-tangible assets or to purchase or lease equipment.

 Leased equipment includes the rental of equipment for any period of time;
- J. Not use funds to provide cash, checks, cash equivalents or cash redeemable cards to individuals served by the program; and
- K. Obtain prior approval from the Agency for all budget changes which deviate from the submitted budget in Attachment A.
- 6. Responsibilities of Agency. The Agency agrees to:
 - A. Pay Contractor in accordance with Section 4 above.
 - B. Instruct Contractor on eligibility for TANF funding;
 - C. Monitor quarterly invoices and performance reports for accuracy and to ensure they meet the requirements of TANF and this Contract: and
 - D. Monitor Contractor's efforts in securing other funding to ensure the program is sustainable after the funding period.

7. **Special Provisions.**

- A. Assumption of Risk. The Contractor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Contractor's failure to comply with state or federal requirements. The Agency shall notify the Contractor of any state or federal determination of noncompliance.
- B. Environmental Policy Acts. Contractor agrees all activities under this Contract will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. Human Trafficking. As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Contract may be terminated without penalty if a private entity that receives funds under this Contract:
 - (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- D. Kickbacks. Contractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Contractor breaches or violates this warranty, Agency may, at its discretion, terminate this Contract without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- E. Limitations on Lobbying Activities. By signing this Contract, Contractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Contractor or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- F. Monitoring Activities. Agency shall have the right to monitor all activities related to this Contract that are performed by Contractor or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe

personnel in every phase of performance of Contract related work.

- 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.
- H. No Finder's Fees: No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either party.
- I. 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 and related to the services and work to be performed under this Contract, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- J. Suspension and Debarment. By signing this Contract, Contractor certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Contractor agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.
- K. Administration of Federal Funds. Contractor agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, et seq.; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- L. Copyright License and Patent Rights. Contractor acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Contract; and (2) any rights of copyright to which Contractor purchases ownership using funds awarded under this Contract. Contractor must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.

- M. Federal Audit Requirements. Contractor agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Contractor agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Contract, Contractor shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.
- N. Non-Supplanting Certification. Contractor hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Contractor should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Contract.
- O. Program Income. Contractor shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Contract must be used to increase the scope of the program or returned to Agency.

8. General Provisions.

- A. Amendments. Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. Applicable Law, Rules of Construction, and Venue. The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Contract Shall Not be Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. Audit and Access to Records. The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract. The Contractor shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract. The Contractor shall

- cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. Availability of Funds. Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Contracts. The Agency may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.
- G. Compliance with Laws. The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Contract.
- Confidentiality of Information. Except when disclosure is required by the Wyoming Public Records Act or court order, 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.
- I. Entirety of Contract. This Contract, consisting of ten (10) pages; Attachment A, Program Description, consisting of fifty-seven (57) pages; and Attachment B, TANF CPI Quarterly Report and Invoice, consisting of seven (7) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- J. Ethics. Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, et seq.) and any and all ethical standards governing Contractor's profession.

- K. Extensions. Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.
- L. Force Majeure. Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. Indemnification. Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor. The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Contractor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Contract.
- O. 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.
- P. 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.

- Q. Patent or Copyright Protection. The Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Contractor or its subcontractors will violate any such restriction. The Contractor shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- R. Prior Approval. This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- S. Insurance Requirements. Contractor is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq., and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, et seq., and shall provide a letter verifying its participation in the WARM or LGLP to the Agency.
- T. 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.
- U. Sovereign Immunity and Limitations. Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and the Contractor expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- V. 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.
- W. 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.
- X. 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.
- Y. Time is of the Essence. Time is of the essence in all provisions of this Contract.
- Z. Titles Not Controlling. Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- AA. 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.
- BB. Counterparts. This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

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 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.

Date
Date
Date
Date
8 9 19 Date

TO FORM ONLY BY THE DEPUTY LARAMIE COUNTY ATTORNEY

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Contract between Wyoming Department of Family Services and Laramie County Commissioners Page 10 of 10