

**WYOMING DEPARTMENT OF FAMILY SERVICES SUBGRANTEE AGREEMENT
BETWEEN LARAMIE COUNTY AND THE BOYS AND GIRLS CLUB 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 the Boys and Girls Club of Cheyenne (SUBGRANTEE), whose address is 515 West Jefferson Road, Cheyenne, Wyoming 82007. 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, 2021 through September 30, 2022 ("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 \$42,000 ("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) Responsibilities of Grantee Regarding the Project. In undertaking and completing the Project, the SUBGRANTEE further agrees as follows:
 - a) Professional Services. 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) Compliance with Laws. 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) Limitation on Payments. 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) Minority Business Enterprise. 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) Budget Transfer Limitation. 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) Default and Remedies. 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 exclusive venue for any action shall be in the First Judicial District, Laramie County, Wyoming.
- c) Assignment. 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 sub-grant 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) Assumption of Risk. 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) Attorneys' Fees. 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) Conflict of Interest: 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, Boys and Girls Application with revised budget (23 pages), Attachment B, Reporting (4 pages) and Attachment C, DFS Contract with Laramie County (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) Kickbacks: 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) Prior Approval: 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) Severability: 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) Taxes: 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) Time is of the Essence: Time is of the essence in the performance by SUBGRANTEE of all provisions of the Grant Agreement.
- t) Waiver: 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) Titles Not Controlling: 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

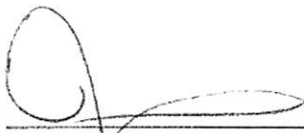
By: _____
Gunnar Malm, Chairman
Laramie County Commissioners

Date:

By: _____
Debra Lee, Laramie County Clerk

Date:

BOYS AND GIRLS CLUB OF CHEYENNE

By:  _____
Justin Pendleton,
Interim Chief Professional Officer

9/28/21

Date:

REVIEWED AND APPROVED AS TO FORM ONLY

By:  _____
Laramie County Attorney's Office

9/28/21

Date:

COVER PAGE

1. County/Tribe: Laramie County
2. Project/Grant 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.

Name: Sandra Newland

Title: Grants Manager

Organization: Laramie County

Address: 309 W. 20th Street, Suite 3100, Cheyenne, WY 82001

Phone: 307-633-4201

Email address: snewland@laramiecounty.com

3. Primary Contact for the Sub-recipient. Implements the program.

Name: Rolinda Sample

Title: Chief Professional Officer

Organization: Boys & Girls Club of Cheyenne

Address: 515 West Jefferson Road

Phone: 307-778-6674

Email address: rsample@bgcchey.org

4. Program Name: Boys & Girls Club of Cheyenne Youth Development

5. Requested Amount: \$75,000

6. Authorized Representative: _____
County Commissioner Chair

(No signature required here. Signature is required on the Assurance page)

Date: _____

Phone: _____ E-Mail: _____

PROPOSAL

1. What programs are available within your community to address transportation and homelessness?

In 2020, the Boys & Girls Club of Cheyenne purchased a brand new, 14-passenger shuttle for the Club. This purchase was made possible by a grant from the Daniels Fund, as well as donations from several generous community partners. The Club also had the opportunity to purchase a used 14-passenger bus to further increase our transportation capabilities. With these new additions, the Club now owns a total of four busses, which allow us to reach more youth, expand our teen programming, and recruit additional members throughout the community.

The Club also partners with Laramie County School District #1 to provide daily transportation, but due to recent changes within the Wyoming Department of Education, the district is no longer reimbursed for transporting youth to our sites, therefore passing transportation costs on to the Club. To help lessen these expenses while still ensuring all youth have access to high-quality afterschool programming, the Club is able to rely on our own busses, especially with the addition of these two new vehicles.

Though the Club operated at limited capacity throughout the 2020 year due to COVID-19, the busses helped connect vulnerable youth with high-quality afterschool programming, which was needed during this time more than ever. Many youth continue to struggle with learning loss, emotional challenges, and other stressors resulting from the pandemic, and transportation is a key first step in connecting them with mentorship, academic enrichment, emotional support, healthy meals, and an overall sense of community at the Club.

Both in COVID-19 times and beyond, the Boys & Girls Club of Cheyenne acknowledges that many afterschool programs face challenges in providing adequate transportation for underserved members. Many of the families we serve simply lack access to reliable transportation and cannot leave work to transport their student to the Club. In addition, many families rely on one vehicle for the entire family or are limited by the price of gasoline.

If the Club discovers a family or an unaccompanied minor experiencing homelessness, we work with our community partners who focus on this issue, such as the COMEA shelter, Goodwill Wyoming, the Unaccompanied Minor Initiative, and Safe House to ensure that youth are able to attend the Club.

2. Are there existing programs in your community that would be interested in receiving TANF funds to subsidize their services that provide direct services for transportation and homelessness prevention?

We are unaware if additional entities would be interested, as the County Grants Manager has a history of reaching out to various nonprofits.

A. Summary of Proposed Program

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

The Boys & Girls Club of Cheyenne serves kids ages 6-18 out of its West Jefferson Clubhouse and Club at LCCC teen site, all for a membership fee of just \$10 per year. The Boys & Girls Club of Cheyenne's

mission is to inspire and enable all youth, especially those who need us most, to reach their full potential as productive, responsible, caring citizens. Our Youth Development program is focused in three areas: Academic Success, Character & Citizenship, and Healthy Lifestyles. The Youth Development program provides a safe, educational environment for kids during non-school time complete with tutoring, healthy meals and snacks, art, sports, and much more.

As an organization, our primary goal is to provide a safe, productive and affordable place to be for youth in Laramie County, Wyoming. We know that non-school hours are some of the most dangerous for youth because they lack structure. Without structured non-school time, youth are more likely to engage in risky behavior or sit idle in front of a screen. When youth attend the Boys & Girls Club of Cheyenne, they are participating in programs, which provide the structure they need, while also providing opportunities for personal growth and development.

The Club also continues to serve as a safety net for the community in light of COVID-19, as many of our vulnerable members and families are still facing the greatest emotional and financial burdens of the pandemic. Throughout our programming, we support the overall well-being of our youth by providing academic enrichment, mental health support, food boxes for Club families, and other community outreach.

The Boys & Girls Club of Cheyenne offers low-income children an opportunity to attend and participate in fun, educational activities after school and during the summer. Attendance in quality afterschool and summer programs with mentors is typically a disparity for low-income children.

Because of the disparity in our target population, Boys & Girls Club must keep our fees low. Club is open to youth every day from 2 until 7 p.m. on regular school days, with extended hours for no-school and early release days.

Local Family Cost Comparison:

Program	After-school Cost	2021 Summer Cost
Boys & Girls Club	\$10 per year, \$5 no school days (ages 6-18)	\$1,155 (10 weeks)
City's Latchkey	\$200 per month (only through 6 th grade)	\$1,300 (10 weeks)
YMCA	\$220-\$290 per month (only through 6 th grade)	\$1,650 to \$1,950
St. Mary's School	\$200 per month	\$1,300 (ages 3-12)
BEAST Foundation	\$300 per month (K through 8 th grade)	\$1,200 (8 weeks)
LCCC Seek Program	n/a	\$200 to \$249 per week (age 14 max, programs end at 4pm)

Despite the Club's low cost, the fees can be prohibitive to attendance. The Wyoming Department of Family Services can subsidize childcare costs for qualifying families, but that assistance is unavailable for children over 12 years old. We feel that kids over 12 are especially in need of supervision and guidance to prevent unwed pregnancies, encourage two-parent families and support parents working toward or maintaining self-sufficiency and harmony at home. Besides the Club, there is a lack of organized,

supervised and engaging activities for teens and pre-teens in Cheyenne. This age group also deals with stressors from peer pressure, social media, and bullying, and it is essential that they have access to mentorship and positive outlets to help them cope with the challenges of growing up in the modern world.

The Boys & Girls Club format offers our members scholastic skills through evidence-based program and pathways to Academic Success. Stated in the Boys & Girls Club of America (BGCA) – 2020 National Youth Outcomes Initiative findings, Club members are engaged in school, on track to graduate, and equipped to pursue further educational and career opportunities:

- 75% of Club members ages 12 to 17 from low-income families report receiving mostly As and Bs, compared to 67% of their peers nationally
- 82% of Club members expect to complete some postsecondary education
- 81% of Club juniors and seniors who completed a college prep program reported they are making immediate plans to enroll in postsecondary education, compared to 59% of high school students nationally
- Club members show a strong interest in STEM, and 71% of Club members report getting excited about science. 82% are curious to learn more about science, computers or technology.

The Club also serves as a safety net for the Cheyenne community, as many vulnerable families continue to face the greatest financial and emotional burdens of the COVID-19 pandemic. In the wake of this health crisis, many Club families struggled with distance learning, job loss, increased medical expenses, and an overall sense of fear and uncertainty. During this time, the Club stepped in to offer academic enrichment, mentoring, emotional support, healthy food resources, and more. COVID-19 continues to shape our everyday lives, and as we move forward the Club remains committed to the Academic Success of members, while also supporting their emotional health and overall well-being.

A key factor in reversing and preventing further learning loss in the Summer Brain Gain program, which helps members stay learning and engaged while school is out. During the summer, most youth lose about two months' worth of math skills. Low-income youth also lose more than two months' of reading skills, while their middle-class peers make slight gains. Students cannot afford these academic losses, especially since many have already fallen behind due to COVID-19. To help members get back on track, Summer Brain Gain incorporates weekly modules with fun, themed activities for all grade levels. These modules are focused on discovery, creative expression and collaboration, with an additional emphasis on mentoring and coping skills. For many youth facing ambiguity at home, the Club also provides them with a sense of community, safety, and support. The Club not only gives them a positive place to be during the summer, but provides them with the resources and skills they need to thrive.

To monitor the families' needs, they complete TANF Eligibility Form. These requests are primarily from low- to moderate-income working families. Research confirms that non-school hours are the most dangerous for youth, with a higher probability of teen pregnancy, drug use and other life-changing outcomes. The Club offers an alternative to risky behaviors, providing structure and positive mentors in the lives of countless Cheyenne children.

2. Is this program different than previous programs operated with TANF funds in the past?
Yes ☐ No ☒ If so, how is it different?

The program will place increased focus on unfinished learning due to COVID-19.

3. Area(s) served.

The Boys & Girls Club of Cheyenne serves youth in Laramie County, Wyoming.

4. Population served.

The Boys & Girls Club of Cheyenne serves youth ages 6 to 18 who are living at or below the TANF Federal Poverty Level, based on information collected in annual self-reports. While operating at limited capacity in 2020 due to COVID-19, the Club served 525 registered members, in addition to serving 432 youth through community outreach. The Club looks forward to expanding these numbers in 2021, while also respecting all current Health Orders and guidelines.

According to the Wyoming Kids Count report, which recently reported that 28.9% of children in Laramie County live in single parent homes, with 28.9% of those being single father homes and 71.1% being single mother homes. This number is especially significant when considering the prevalence of income inequalities throughout the county. In 2018, the median income for men was \$52,794, while the median income for women was only \$40,228. Additionally, 12% of all Laramie County families remain in poverty. Within Club households:

- 55% of Club members are from all single parent households
- 58% of Club members qualify for free or reduced lunch

Our programs are created to remediate the unfair under-representation and underachievement of at-risk youth, many of which are on negative learning trajectories. We provide transportation from local schools, many of which are designated as Title 1, and connect youth with high-quality, accessible afterschool programming. This ensures youth have a productive place to go during out-of-school time, while also supporting their academic, socioemotional, and health needs.

5. Beginning and end date of program.

October 1, 2021 – September 30, 2022

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

We are open year-round. On regular school days, we are open to youth from 2 until 7 p.m. On early release days we are open to youth from 11 a.m. to 6 p.m. On non-school days and during the summer, we are open to youth from 7:30 a.m. to 6 p.m. The Club also emphasizes the importance of family engagement, and we host regular Family Nights and community outreach events. Plus, our youth and

their families our involved in special events such as the Chili Challenge, Dancing with the Stars and Back A Kid Breakfast.

B. Statement of Need

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

1. 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.

The COVID-19 pandemic continues to leave our vulnerable youth with the greatest burdens, and while Laramie County is slowing opening back up and returning to a sense of normalcy, the effects of the health crisis will linger for many years to come. Low-income and at-risk families still find themselves overwhelmed by the realities of the pandemic: difficulties finding adequate childcare, job loss, personal health challenges, transitioning to and from online school, limited access to healthy food resources, and adjusting to an overall new way of life. For many youth, especially our teenage members, they are living in their formative years, a time when they should be discovering who they are and setting personal goals. Despite their potential, young people are feeling discouraged by the current state of the world and uncertain about what the future holds. This is exacerbated by the existing challenges of peer pressure, bullying, social media, and growing up in the modern world.

According to a study published by the Wyoming Survey & Analysis Center and the Wyoming Community Foundation over the summer of 2020, 22% of Wyoming parents experienced a pay cut or had someone in their household experience a pay cut. In addition, 47% had work hours reduced and 16% lost their job. As a result, 15% had slightly or significantly more difficulty paying their rent or mortgage, along with 18% who had more difficulty paying for medical care. This pressure also impacted the mental health of parents and families, with 1 in 5 parents using alcohol more than before COVID-19.

In addition, school closures not only negatively impacted the academic growth of students, but also turned many family's daily routines upside down. In the same WSAC study, 20% of parents reported that their child did not always have a safe place to go while they were at work or school. Another 59% reported that school or daycare closures had a moderate severe impact on daily life, with 18% even worried about job loss because of a lack of childcare. Many youth also relied on their schools for healthy, accessible meals during the day, and with these no longer available, 14% of parents said their families ate less than they felt they should because there wasn't enough money for food, and 22% worried that food would run out before they had the money to buy more.

The COVID-19 pandemic has exacerbated many already existing gaps throughout Laramie County and statewide. According to the 2020 Wyoming Kids Count, 13% of families live below the poverty threshold and nearly one-third of all of Wyoming's single mother led households live in poverty. Income inequalities continue to be prevalent, as the median income for men (\$54,834) in Wyoming is nearly 45% higher than the median income for women (\$38,434). The National Women's Law Center even ranked Wyoming, known as the Equality State, as 50th for the size of its wage gap compared to the other states.

Specifically within Laramie County, 28.9% of children live in single parent homes, with 28.9% of those being single father homes and 71.1% being single mother homes. The number of single mother households is on the rise, increasing from 69.8% in 2010 to 71.1% in 2018. This number is especially significant when considering the prevalence of income inequalities throughout the county. In 2018, the median income for men was \$52,794, while the median income for women was only \$40,228. This means that for every dollar a man earns, a woman only earns 76 cents. These inequalities are further demonstrated in the reality that only 4.7% of single father homes live in poverty, while 40.7% of single mother homes live in poverty, and this number only continues to increase. Overall, only 4.5% of married households live in poverty, while 30.3% of single parent households live in poverty. Additionally, 12% of Laramie County families remain in poverty, and while this reflects a decrease from the 13.4% in 2010, it still highlights a large number of children and families living below the poverty line.

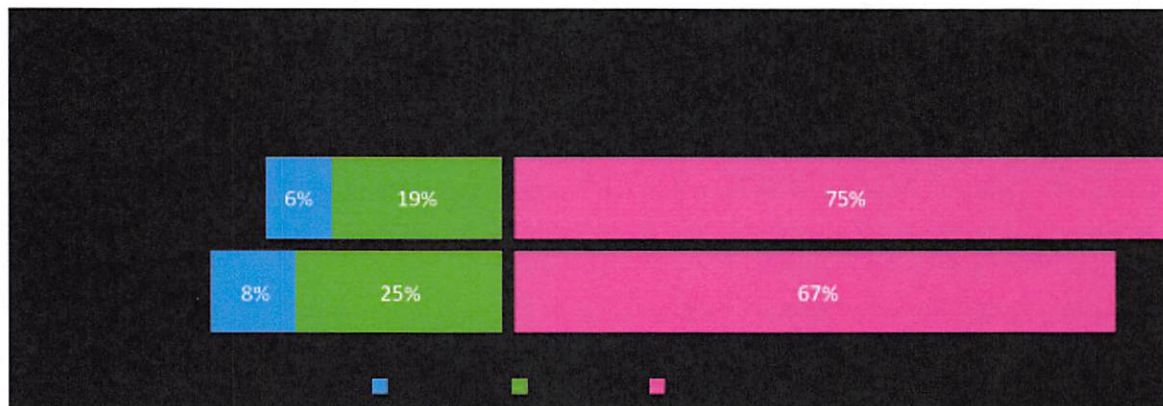
The Community Action of Laramie County Needs Assessment, most recently published in 2018, also account for critical factors affecting Laramie County's vulnerable youth. As established in the report, poverty rates are highest among females, Hispanics and youth individuals. A critical factor stated in the Needs Assessment was that the South Cheyenne area, home to our main site, continues to have the highest rate of poverty. The Needs Assessment affirms that more and more individuals who are from families experiencing multi-generational poverty. Members of these families have high probabilities of not possessing a high school diploma or a GED, have an increasingly difficult time meeting their own personal needs, and tend to have high expectations for receiving free services.

- According to the Needs Assessment estimates, 2,544 children in Laramie County lived in poverty during 2016. This translates to roughly 11% of all children living in poverty.
- Poverty rates are notably high in several census tracts on the South Cheyenne area.
- A substantial percentage of Laramie County residents live below or near the federal poverty level. Roughly, 4% of individuals have incomes that are only 50% of the poverty level and are therefore in dire need of services. A total of 22% of the population is living 185% below the poverty level. These countywide figures, however, understate the extent of the low-income areas in Cheyenne. Most areas in the city have over 38% of their residents living 200% or below the federal poverty level.
- In addition, in Laramie County has seen an increase in the numbers of children whose parents are either incarcerated or who have significant substance abuse issues. The substance abuse issues primarily involve alcohol and methamphetamine use. However, it also states that methamphetamine is being cut with heroin resulting in more frequent and severe drug use.

Besides socioeconomic factors confronting our youth, based on the Boys & Girls Club of Cheyenne Community Needs Assessment, the community disparities that impact our vulnerable children the most, are education/academic success and health/mental health. Providing access to mentors and positive role models can help combat issues that our at-risk youth have to deal with on a daily basis and help them overcome these hurdles that they had no control over. These two barriers have an underlining connectedness; the early years of a child's life lay the foundation for lifelong success. With a strong healthy beginning, children can more easily stay on track to remain in school and graduate, pursue postsecondary education and training and successfully transition to adult hood.

Laramie County has seen gradual improvements in education over time, though it went from 14th to 20th in ranking from the 2020 Annie E. Casey Foundation Kids Count Data Book. This is due to ongoing issues that factor into the root causes of poverty. There is a significant lack of high-quality early childhood education in Cheyenne and Laramie County that automatically places children entering kindergarten at a disadvantage. The fact that kindergarten is not mandatory places a further burden on children who do not start school until the first grade. Additionally, 81.6% of students in Laramie County School District #1, the primary district feeding into the Club, are graduating within 4 years. Though this number has increased since 2010, our schools continue to face challenges, with only 43.4% of fourth grade students proficient in English and language arts and 38.8% proficient in math, according to the 2020 Wyoming Kids Count.

As we work to overcome these gaps, the Club is an instrumental partner in helping youth reach proficiency and achieve academic success, as demonstrated in the 2020 NYOI findings:



Recently, the Wyoming Survey & Analysis Center at the University of Wyoming in partnership with the Wyoming Community Foundation/Wyoming Kids Count, published, “Exclusionary Discipline – Racial Disparities in the Equality State.” The research shows that within Wyoming the “Equality State” children of color receive harsher school discipline than their white peers for the same behaviors. Disproportionate suspensions are highest amount Native and Hispanic students in Wyoming.

Percentage point difference between rate of enrollment and percent of all suspension, female and male students

- Female Students
 - American Indian/Alaska Native are 5.5% more likely
 - Hispanic are 3.8% more likely
 - Black are 1.9% more likely
 - 2+ Races are 1.7% more likely
 - White are 12.5% less likely
- Male Students
 - American Indian/Alaska Native are 5.6% more likely
 - Hispanic are 3.9% more likely
 - Black are 1.8% more likely

- 2+ Races are 1.8 % more likely
- White are 12.7% less likely

This is especially important to consider in light of the Club's diverse membership:

- 3% American Indian or Alaska Native
- 1% Asian
- 10% Black or African American
- 11% Hispanic or Latino
- 1% Native Hawaiian or Pacific Islander
- 69% White
- 5% Other

When schools rely on suspension or expulsion to discipline students, it can create more problems. Students who miss lessons can feel frustrated and further disengage from school, peers, and teachers.

- Both in and out of school time suspensions are associated with increased grade retention.
- Students who experience even one in school suspension are more likely to drop out of school than students who have not.
- Out of school suspensions are associated lower academic achievement.

These disparities are evident in Wyoming and across the United States, as children of color continue to lack the opportunities and support they need to thrive. According to the 2020 Annie E. Casey Foundation Kids Count Data Book, children of color face high hurdles to success based on persistent generations-long inequities and systemic barriers. For example, African American children were significantly more likely to live in single-parent families and high-poverty neighborhoods, and Latino children were the most likely to live with a head of household who lacked a high school diploma and to not be in school when they were young.

These stressors tie in closely with the mental health and wellness of our youth and greater communities. Even though we do not have data broken down per county, the suicide rate among our youth is overwhelming. In a recent report published in October 2019, by the Wyoming Health Department, the suicide rate among older teenagers has increased by 40% over the past three years, recording a rate triple the national average. Therefore, providing these at-risk youth with a safety net through a mentoring program could honestly be the difference between life and death. According to the 2017-2021 State Suicide Prevention Plan, published by the Wyoming Department of Health, suicide is a leading cause of preventable death in Wyoming with negative impacts that are felt by individuals, families, and communities throughout the state. Over the past three decades Wyoming has consistently had one of the highest per-capita rates in the nation, currently with a suicide rate of 25.4 suicide deaths per a population 100,000 people, compared to the national average of 14.2, as reported by the American Association of Suicidology. It is even more staggering when looking at adolescent rates in Wyoming; 25.6 suicide deaths per 100,000 youth aged 15-19, compared to the national average of 11.1.

It is a critical time for us to step in and provide a strong mentoring program to help lower those numbers, the below statistics are from the Wyoming Department of Education, 2016:

- 3 in 10 high school students has depression or hopelessness
- 1 in 5 high school students seriously considered attempting suicide
- 1 in 6 high school students has made a plan about how they would attempt suicide
- 1 in 20 school students has attempted suicide.

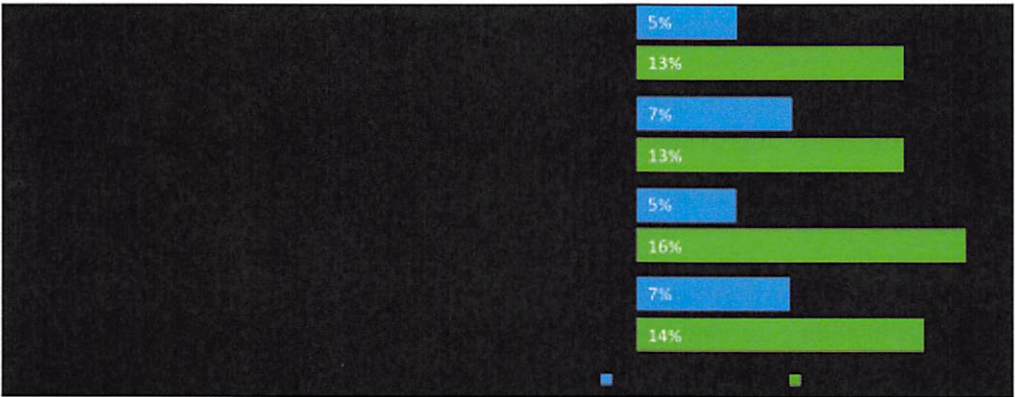
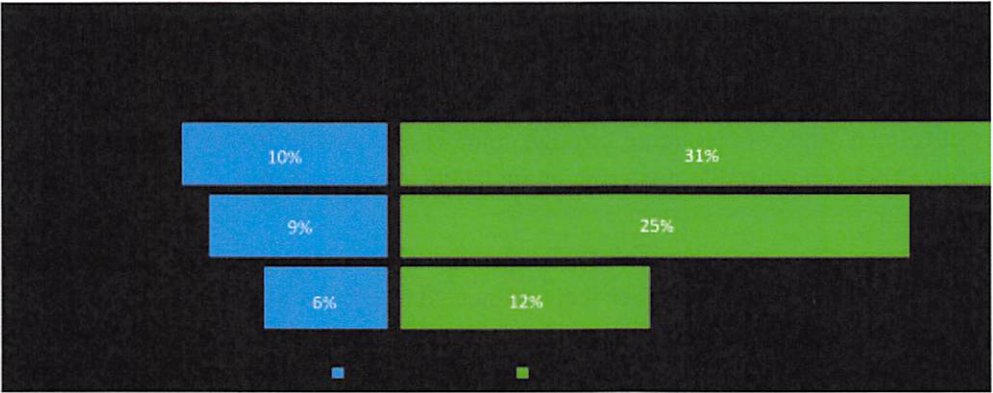
At the Boys & Girls Club of Cheyenne we take the mental health of our members very seriously; and our obligation to help and guide them in the best most effective and healing way.

The nonexistence of specific LGBT rights is also a huge factor in Wyoming, as very few resources are accessible or even available for these at-risk youth – the Boys & Girls Club of Cheyenne steps in to fill this gap and meet youth where they are at, therefore supporting their overall health and well-being.

In addition, the prevalence of risky behaviors such as substance abuse and sexual activity among our community's youth points to a need for effective programming. There is a great need to provide knowledge, skills and peer-network resources to reduce these behaviors beyond those offered through the public-school system.

- According to the 2015 Youth Risk Behavior Survey via the Wyoming Department of Education, 47.2% of high school students in Wyoming report ever being sexually active. Among Hispanic/Latino youth, 37.7% of boys were sexually active, and 40.2% of girls were sexually active in 2015. This is compared to 27% and 33% respectively among white youth.
 - It is important to note that the Youth Risk Behavioral Survey was discontinued in 2015, therefore limiting the availability of up-to-date information.
- According to the 2020 Wyoming Kids Count Data Book, Laramie County sits at 28.1% for number of births to moms under 17 per 1,000 live births.
 - 8.4% of mothers did not have at least a high school diploma at the time of birth.
- This is 2018 Prevention Needs Assessment data from Laramie County School District #1:
 - Used marijuana within the past 30 days
 - Middle school: 5%, High school: 23%
 - Somewhat or very easy access to marijuana
 - Middle school: 21%, High school: 61%
 - Used cigarettes within the past 30 days
 - Middle school: 2%, High school: 8.5%
 - Vaped within the past 30 days
 - Middle school: 13%, High school: 41%
 - Used heroin within the past 30 days
 - Middle school: 0.3%, High school: 0.8%
 - Used prescription drug not prescribed to person (Note: this is any prescription not prescribed for them, so could include opioids but isn't opioids specifically)
 - Middle school: 4.7%, High school: 4.5%
 - Used Alcohol with the past 30 days
 - Middle School: 7.53%, High school: 19.17%
 - Somewhat or very easy access to Alcohol
 - Middle School: 34.26%, High School: 63.44%

The Boys & Girls Club of Cheyenne recognizes the prevalence of substances among young people and understands the need for substance abuse prevention. Through our preventative programming, the Club provides youth with positive mentors and health, productive outlets they can turn to instead of substances. The impact is evident in our 2020 NYOI findings surrounding vaping and opioids:



At the Boys & Girls Club of Cheyenne, we can reinforce not only academics but the emotional wellness of our members. We are able to identify risk factors directly; school attendance, poor grades, bullying, disciplinary problems, isolation and/or withdrawing from friends. In many circumstances, the Boys & Girls Club of Cheyenne, is a child’s “found family” offering the security, nurturing/mentorship, guidance and love that their own family cannot. But beyond that, even if they live in a loving supportive home, their families may face unintentional barriers, such as economic status or financial hardship. Therefore, the Boys & Girls Club of Cheyenne provides that cultural, social, academic, and emotional support, our strong mentoring program can be the safety net of Laramie County’s at-risk youth.

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

Through extensive research, Boys & Girls Clubs of America has identified certain elements that allow Clubs to ensure positive developmental experiences for its members. The Club follows the evidence-

based formula for impact set by BGCA: Young People Who Need Us Most + Outcome-Driven Club Experience = Priority Outcomes. We have learned that the level of impact a Club's program has on young people depends on how frequently and how long members participate, as well as how well the Club implements these five key elements as evidenced through the BGCA's National Youth Outcomes Initiative (NYOI):

- **Safe, Positive Environment** – Club staff, facilities, and age-appropriate settings create stability, consistency, and sense of physical and emotional safety for members. The Club provides structure and clearly defines acceptable behaviors.
- **Fun** – Members develop a sense of belonging through connections established with staff and peers. Staff help youth feel comfortable, fostering an inclusive atmosphere and creating a sense of ownership for members.
- **Supportive Relationships** – Develop meaningful relationships with peers and adults. Staff actively cultivate relationships to ensure every member feels connected to adults and peers. Staff demonstrate warmth, caring, appreciation, acceptance, and proper guidance in their connections with members.
- **Opportunities and Expectations** – Youth acquire physical, social, technological, artistic, and life skills. The Club environment encourages members to develop moral character and behave ethically.
- **Recognition** – Staff recognize and support young people's self-worth, accomplishments, and showcases achievements. Staff encourage youth and provide positive reinforcement as they make improvements and experience successes.

Locally, the Club has worked diligently at providing a quality Club experience that incorporates the key elements listed above. The Club utilizes the annual BGCA NYOI member survey and individual academic performance through grade checks to collect and use data to measure youth outcomes and demonstrate success. Checking member's grades and teaching our member to check their grades on-line allows us to monitor grades and provides comprehension of concepts aligning to standards and connecting with teachers, plus instilling accountability and responsibility. This data provides the Club valuable insight with which to adjust our practices and implement quality improvements to have a greater beneficial effect on youth. NYOI surveys ask members about their perceptions of the Club, their responses allow the Club to assess how well our Club is delivering high-quality Club experience that promotes positive youth development. We are able to measure indicators of youth achievement in our priority outcomes including academic success and behaviors.

The Club has specifically improved its programming for teens, catering to their unique needs as young adults about to enter the professional world. In 2018, the Club opened its first teen-only site at Laramie County Community College. The Club at LCCC provides career exploration and tech education programs for Club youth who reside in low income households and are an underserved population in Cheyenne, as well as providing teens greater opportunities to learn and succeed. The Club at LCCC is focused on connecting teens with job shadowing and internship experiences, therefore exposing them to new career paths and opportunities for a fulfilling, rewarding and purposeful future.

The Club is so much more than supervision, a tutoring program or even just a fun alternative to being home alone after school. Our focus is on the future, when the kids we see today will be the leaders of the community. Not only is the Club providing what kids and families need right now, we are guiding and molding citizens that will hold steady jobs, avoid drugs and alcohol, wait until adulthood to become parents, vote, give back to and lead Laramie County.

In addition, the Club has a specific focus on preventing Summer learning loss during our Summer Brain Gain program. We know that this is an important part of keeping our youth on track academically, in order to keep them on a level playing field with their peers. This has only increased in importance as students continue to face uncertainties, both in school and at home, resulting from the COVID-19 pandemic.

The Club is working to support youth by providing academic support and guidance toward making healthy choices and developing strong leadership and character traits. It is addressing all four of the TANF purposes:

- By keeping our membership fees low, we are helping family budgets stretch and allowing parents the freedom to work or attend school. Children in financially stable homes are more likely to be raised at home.
- Our program supports working parents by staying open until 7 p.m. and giving them peace of mind while at work. It is also helping to guide the next generation of employees and parents toward self-sufficiency with programs like financial literacy and career development.
- By providing mentorship and engaging activities, the Club is helping to prevent out-of-wedlock pregnancies and teaching youth about healthy relationships.
- The Club helps to take some of the pressure off of parents financially and by providing homework help, mentoring, etc., which can strengthen relationships at home. We are also helping our members develop healthy and realistic attitudes about their current and future relationships.

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

At the Boys & Girls Club of Cheyenne we address obstacles head on. Providing access to mentors and preemptive programs can help combat issues that our at-risk youth have to deal with on a daily basis and help them overcome these hurdles. The Boys & Girls Club of Cheyenne establishes a platform which promotes overall achievement for youth that are most vulnerable.

The Boys & Girls Clubs of America program has been making a difference in the lives of youth for more than 150 years. It has developed research, evidence-based and proven programs and practices such as Project Learn, Summer Brain Gain, SMART Moves, SMART Girls, Passport to Manhood and Career Launch. Project Learn is an evidence based program consisting of high-yield educational activities. Summer Brain Gain focuses on reducing summer learning loss and is a component of Project Learn. SMART Moves, SMART Girls, Passport to Manhood and Career Launch are our main preventative programs that directly address risky behaviors.

SMART Moves uses a team approach that involves Club staff, peer leaders, parents and community partners. Youth engage in discussion and role-playing, practicing resilience and refusal skills, developing assertiveness, strengthening decision-making skills and looking at social media and peer influence. The ultimate goal is to promote abstinence from substance abuse and adolescent sexual involvement through the practice of responsible behavior.

SMART Girls pairs a small group of girls with a female adult mentor to teach them about their health, making good choices, forming good habits, and avoiding sex, drugs and alcohol at a young age.

Similar to SMART Girls, the Passport to Manhood program pairs a small group of boys with a male adult mentor who teaches them about their health, behavior, responsibilities and answers their questions, and avoiding sex, drugs and alcohol at a young age.

Career Launch encourages Club members to assess their skills and interests, explore careers, make sound educational decisions and prepare to join our work force.

Programs implemented are based on the Formula for Impact:

Our Formula for Impact



C. Community Partnerships

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

The Boys & Girls Club of Cheyenne collaborates with an array of organizations to implement its programming. We work with Laramie County School District #1 to provide transportation when possible as well as access to kids' report cards and teachers, with parental permission. Laramie County Library

System is a resource we utilize, especially during summer months. Laramie County Community College provides facilities for our teen site. We also collaborate with arts organizations such as West Edge Collaborative and Cheyenne Little Theatre to ensure youth have access to positive, creative outlets and opportunities for self-expression. In addition, the Club partners with organizations such as Blossom Yoga to expand our mental health resources and support the emotional and physical wellness of members, especially in the face of COVID-19.

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
LCSD 1	Referrals, transportation, grade reporting
Laramie County Library	Access to library programs, books, bookmobile
Laramie County Master Gardeners	Junior Gardeners program
Laramie County Community College	Support of "The Club at LCCC" teen program
Blossom Yoga	Mindfulness program with teens
Grace for 2 Brothers	Implementation of QPR training for suicide prevention
Blue Cross Blue Shield of Wyoming Caring Foundation	Healthy Habits program, and potential grant to hire new Club mental health provider
Laramie County Conservation District	Natural resources engagement and field trips
BGCA	Helping us shape our mentoring and emotional wellness programs
GEAR Up	Increase graduation rates with low-income youth
Cheyenne Police Department	Career exploration and substance abuse prevention programming
Junior Achievement	Financial Literacy and Career Exploration
Cheyenne Little Theatre	Summer theater workshops
West Edge	Digital arts workshops
Arts Cheyenne	Cultural Inventory Internship
CFD Old West Museum	Teen job shadowing/volunteer opportunities

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

The Boys & Girls Club of Cheyenne employs a full-time development professional who oversees all facets of fundraising including grant writing (private, state and federal) fundraising events and cultivates individual donors. In addition, the Board of Directors is highly engaged in the development of the Club and assists with community outreach, stewardship, and fundraising.

With the increased growth we have seen, the Club continues to explore options for expanding our reach to serve more youth in the community through adding new sites to our program. In order to support this increased growth, the Club will seek additional funding from a variety of sources, including grants, individual and corporate sponsorships and fundraising events. Though limited in 2020 due to COVID-19,

the Club looks forward to holding the BAK Breakfast and Dancing with the Stars event in 2021, in addition to smaller events throughout the year.

D. Project Goals and Outcomes

1. **Goals for the Project:** What are the goals of your program? How will you serve TANF eligible individuals/families?

Specifically, for this request, our goals are to identify and provide 50 TANF-eligible youth opportunities to attend the Club after school and/or during the summer especially those who would otherwise be left unsupervised or caring for younger siblings. By attending the Club, the kids will participate in programming to help them achieve academic success, develop their financial literacy, prepare for their career, and understand more about themselves and supportive relationships.

Though the Club's numbers were limited in the beginning of 2021 due to COVID-19, we look forward to reaching an increased number of youth, especially through our 2022 summer program. The full days allow for thorough, engaging, and transformative programming, which is needed now more than ever for our vulnerable youth. Though the Club remains hopeful that we will soon return to a sense of normalcy, we also understand that the pandemic has left a tremendous mark on our community, and it will continue to influence the Academic Success, mental health, and overall well-being of our members. We must address these factors head on to ensure that youth do not fall through the cracks.

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
Identify 50 TANF eligible youth	Utilize TANF intake form to screen potential scholarship applicants. 100% of participating youth will complete form.	Make TANF form available to all incoming Club members, track applications on an ongoing basis, determine need based on applications, determine overall need based on all applications received, determine which members need assistance most.	TANF intake forms will be submitted to Club front office, then vetted and overseen by the Club's Assistant Director.
Youth who attend the Club participate at least 52 times per year.	We will utilize our member tracking system to record Club attendance throughout the year.	Daily data entry of attendance among TANF youth specifically.	Data is entered by Club staff and overseen by Unit Director and Assistant Director.

<p>Youth participate in age-appropriate programs which fit TANF goals.</p>	<p>We will utilize our member tracking system to record activity participation among TANF participating members specifically.</p>	<p>Daily data entry of attendance among TANF youth specifically.</p>	<p>Data is entered by Club staff and overseen by Unit Director and Assistant Director.</p>
<p>Youth achieve Academic Success</p>	<p>Academic Success is tracked through grade monitoring, which we work with parents and LCSD1 to do.</p>	<p>Grades are obtained from parents/school and monitored.</p>	<p>Grade tracking is driven by the Unit Director and Education & Career Development Coordinator, and overseen by the Assistant Director.</p>
<p>Youth abstaining from Risk-Behaviors</p>	<p>This data is tracked and obtained through our National Youth Outcomes Initiative, an survey given annually to members.</p>	<p>Tracking youth starting and completing preventative programs.</p>	<p>The pre- and post- tests play a vital role to confirm effectiveness.</p>

3. Describe your data collection methods to be used.

The Boys & Girls Club of Cheyenne uses Vision Membership Tracking Software, which was designed for Boys & Girls Clubs. This software allows the Club to track demographics about every Club member including parent-reported household income, age, school attended, grade level, promotion to the next grade and frequency of attendance. Each participant's performance on the pre- and post-tests for programs, attendance and graduation from each session will be tracked using this database.

For TANF eligibility purposes, we rely on self-reporting of income, household size and need from parents/guardians. This information is also verified by staff.

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

We expect the outcome to have 50 TANF-eligible children receiving services from the Club during the school year and/or the summer program. They will attend at least 52 times during the fiscal year and participate in programming which aligns with TANF goals. Attendance data will be collected through our

Vision Membership Tracking Software. We will do pre- and post-tests as available for our programs to assess their effectiveness. We will also be participating in the National Youth Outcomes Initiative, which gauges Club satisfaction among Club members who are at least 9 years old. This survey allows us to compare our results and outcomes to Clubs across the country.

G. TANF Recruitment

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

The Club offers the TANF intake form to all Club members upon their enrollment at the Club. This form is also available on our website and at our main office. We utilize the media to promote services for TANF-eligible youth, especially as we approach the beginning of our summer program. We also offer the TANF-intake form to Club members throughout the year.

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

The Boys & Girls Club of Cheyenne will serve 50 TANF eligible individuals.

3. 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.

The Boys & Girls Club of Cheyenne uses Vision Membership Tracking Software, which was designed for Boys & Girls Clubs. This software allows the Club to track demographics about every Club member including parent-reported household income, age, school attended, grade level, promotion to the next grade and frequency of attendance. Each participant's performance on the pre- and post-tests for programs, attendance and graduation from each session will be tracked using this database.

For TANF eligibility purposes, we rely on self-reporting of income and need from parents/guardians as indicated on the Request of Membership Form and the TANF Eligibility Intake Form.

BUDGET

Instructions:

1. 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.
2. 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.
 - c. 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*)

The Club receives funding through individual donations and corporate sponsorships, as well as various other grants. The Club also receives pass through dollars from Boys & Girls Clubs of America.

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.

The central principle of the Boys & Girls Club model of change continues to be supported by analysis of data from NYOI: When Clubs deliver a high-quality Club Experience, young people are more likely to achieve positive outcomes, stay on track for success and make healthy choices.

In 2015, a national study estimated the return on investment (ROI), or the benefit-cost ratio, of the services Boys & Girls Clubs provide to youth and their families. The study examined how the costs required to provide Club programming compare to the long-term economic benefits for youth and families. The study found:

- Every \$1 invested in Boys & Girls Clubs returns \$9.60 in current and future earnings and cost-savings to their communities. The greatest benefits are from Club members' improved grades and reduced alcohol use and their parents' earnings.
- Clubs spend \$1.64 billion annually on operating costs, resulting in \$15.7 billion in lifetime benefits to youth, families and communities.
- Clubs help increase the earning power of parents, as well as of youth when they become adults.
- Clubs also contribute to major savings for society by helping to prevent costly expenditures for health care, public assistance programs, and criminal justice system involvement and incarceration.

The Boys & Girls Club program is cost-effective and beneficial for the local community, as it reduces the need for drug and alcohol rehabilitation, reliance on public assistance, costs of teen out-of-wedlock pregnancies, and other expenses. The Club also equips youth with the skills to positively contribute to the community and become a part of Cheyenne's growth, development, and future success.

Annual Amount Requested from Proposal:

Boys & Girls Club of Cheyenne

	Program Costs	Admin Costs	Summary and Justification for Budget Expense
Salaries <u>Admin:</u> Activities spent managing the grant. <u>Program:</u> Wages for all staff who provide direct client services.	\$29,076.45	\$2,907.65	Program: Wages for 20 staff who are in direct contact and provide services to TANF youth. YDP, Unit Directors and Assistant Director (\$12-\$28.8 Admin: Director of Finance - Data collection and financial reports Director of Development - Data collection and submit reports Grant Oversight
Employer Paid Benefits <u>Admin:</u> Activities spent managing the grant. <u>Program:</u> Wages for all staff who provide direct client services.	\$3,000	\$300	Employee Drug Testing \$15-\$35 pp, Background Checks \$55-\$104 pp, Retirement 3% of wage, Insurance (Life, Health, Dental, Vision)
Employer Payroll Taxes <u>Admin:</u> Activities spent managing the grant. <u>Program:</u> Wages for all staff who provide direct client services.	\$3,105.36	310.524	FICA, SUTA, WC and UE taxes total 10.68%
Supplies <u>Admin:</u> Supplies and expenses needed to manage the grant. <u>Program:</u> Supplies needed for instructor use.	Click here to enter text.	Click here to enter text.	Click here to enter text.
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 <u>Admin:</u> Rent and utilities for time spent managing the grant. <u>Program:</u> Rent and utilities for space provided to direct services for participants.	\$3,000	\$300.00	
Participant Tuition and Class Fees	Click here to enter text.	Click here to enter text.	Click here to enter text.
Participant Class Supplies and Materials	Click here to enter text.	Click here to enter text.	Click here to enter text.
Participant License and Certification Fees	Click here to enter text.	Click here to enter text.	Click here to enter text.
Participant Drug and Aptitude Screening Can include other types of	Click here to enter text.	Click here to enter text.	Click here to enter text.

assessments.			
Work Support Services and Clothing	Click here to enter text.	Click here to enter text.	Click here to enter text.
Participant Wages	Click here to enter text.	Click here to enter text.	Click here to enter text.
Participant Fringe Benefits	Click here to enter text.	Click here to enter text.	Click here to enter text.
Participant Incentives	Click here to enter text.	Click here to enter text.	Click here to enter text.
Other Participant Needs: Description -	Click here to enter text.	Click here to enter text.	Click here to enter text.
Sub-Totals	\$38,181.81	\$3,818.18	Total Administrative Costs cannot exceed 10% of your <u>Program Costs</u>
TOTAL BUDGET (Program + Admin)	\$42,000		
Number of TANF Participants Planning to Serve	28		
Cost Per TANF Participants	\$1,500		

Quarterly Report and Invoice



Temporary Assistance for Needy Families
Wyoming Department of Family Services

TANF CPI FFY22 Quarterly Report and Invoice

County/Tribe: _____
Reporting Period: _____
Date: _____

Statistics:

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.

[illegible]

Evaluation of Outcomes:

Boys and Girls Club:

Outcome	Measurement	Activities to Accomplish Outcome	Data/Quality Assurance to be Collected to Validate Measurements
Identify 50 TANF eligible youth	Utilize TANF intake form to screen potential scholarship applicants. 100% of participating youth will complete form.	Click here to enter text.	Click here to enter text.
Youth who attend the Club 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.		
Youth achieve Academic Success	Academic Success is tracked through grade monitoring, which we work with parents and LCSD1 to do.		
Youth abstaining from Risk-Behaviors	This data is tracked and obtained through our National Youth Outcomes Initiative, an survey given annually to members.		

Climb Wyoming:

Outcome	Measurement	Activities to Accomplish Outcome	Data/Quality Assurance to be Collected to Validate Measurements
Show progress each quarter toward the final goal of 80% of the individuals enrolled in the program successfully completing the program.	80% of participants who enter the program will successfully complete it.	Click here to enter text.	Click here to enter text.
75% of Climb program graduates will be employed after program completion.	75% of these program graduates will be employed after program completion.	Click here to enter text.	Click here to enter text.

Show progress each quarter toward the final goal of individuals who completed the program earning 90% higher wages than when they entered the program.	75% of program graduates will be employed after program completion and will be earning a 90% higher wage than they were before the program.	Click here to enter text.	Click here to enter text.
Show progress each quarter toward the final goal of 90% of the individuals who complete the program experiencing a decrease in the dependence on food stamps.	Over time, 90% of program graduates will show a decrease in their dependence on food stamps.		
50% of Climb program graduates who enter the program utilizing public healthcare will show a decrease in the dependence on public health insurance.	Of the graduates who enter the program utilizing public health insurance 50% will end their dependence on public health insurance.		
Increased knowledge and skills regarding healthy relationships, strong and stable environments, communication and health behaviors.	100% of single mother who enter the Climb program will have received life skills training and mental health counseling.		

Wyoming Family Home Ownership Program/My Front Door:

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	80% of those that completed Phase I will move into Phase II.		

Big Brothers Big Sisters:

Outcome	Measurement	Activities to Accomplish Outcome	Data/Quality Assurance to be Collected to Validate Measurements
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		

Successes and Challenges:

Please share quarterly successes and challenge

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Quarterly Invoice: Laramie County Commissioners

Submit To:

Georgia Auch

georgia.auch1@wyo.gov

Expenditures for the Month(s) and Year of: _____

Submitted on _____

	Program Costs	YTD Program	Admin. Costs	YTD Admin	Program Budget	Admin Budget
Salaries						
BGC					\$29,076.45	\$2,907.65
Climb					\$33,600.00	\$4,480.00
WFHOP					\$3,000.00	
GWBBBS					\$4942.00	\$600.00
Employer Paid Benefits						
BGC					\$3,000.00	\$300.00
Climb					\$2,400.00	\$400.00
Employer Payroll Taxes						
BGC					\$3,105.36	\$310.54
Climb					\$3,360.00	\$560.00
GWBBBS					\$678.00	\$80.00
Rent and Utilities						
BGC					\$3,000.00	\$300.00
Climb					\$6,000.00	
WFHOP					\$2,170.00	
GWBBBS					\$1,200.00	
Participant Tuition and Class Fees						
WFHOP					\$4,275.00	
Participant Class Supplies and Materials						
WFHOP					\$555.00	
Participant Incentives & Expenses						
Climb					\$1,600.00	
Other Participant Needs						
Climb (Mental Health Provider)					\$7,600.00	
Sub-Totals	0.00	0.00	0.00	0.00	\$109,561.81	\$9,938.19
Quarterly TOTAL (Program + Admin)					\$119,500.00	
Number of Participants Served						
Cost Per Participant						

**CONTRACT BETWEEN
WYOMING DEPARTMENT OF FAMILY SERVICES
AND
LARAMIE COUNTY COMMISSIONERS**

1. **Parties.** The parties to this Contract are Wyoming Department of Family Services (Agency), whose address is: 2300 Capitol Avenue, Third Floor, Hathaway Building, Cheyenne, Wyoming 82002, and Laramie County Commissioners (Contractor), whose address is: 310 West 19th Street, Cheyenne Wyoming 82001.
2. **Purpose of Contract.** 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 the Program Statement of Work, Attachment A, which is attached to and incorporated into this Contract by this reference.
3. **Term of Contract.** This Contract is effective October 1, 2021, or upon the date the last required signature is affixed hereto, whichever is later. The term of the Contract is from October 1, 2021 through September 30, 2022. 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. Total payment under this Contract shall not exceed one hundred-nineteen thousand, five hundred dollars (\$119,500.00). 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 federal source of funding for this Contract is the Temporary Assistance for Needy Families (TANF) Grant, 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 Participant Application and Eligibility form, Attachment C, which is attached to and incorporated into this Contract by this reference, shall be completed for each family being billed under this Contract or, upon Agency approval, an acceptable substitute, when determining eligibility for families participating in the program;
 - D. Bill the Agency for funding quarterly. The Contractor shall only bill for services provided to TANF eligible families. Contractor shall use the TANF CPI FFY21 Quarterly Report and Invoice, Attachment B, which is attached to and incorporated into this Contract by this reference, when submitting quarterly invoices. The quarterly invoice shall be submitted within thirty (30) days following the end of the quarter;
 - E. Limit the administrative costs at ten percent (10%) of the program costs per invoice submission;
 - F. Provide quarterly program performance reports to the 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. 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;
 - I. Not use funds to provide cash, checks, cash equivalents or cash redeemable cards to individuals served by the program, and
 - J. 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.

- G. **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.
- H. 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 Statement of Work, consisting of sixty-seven (67) pages; Attachment B, TANF CPI FFY22 Quarterly Report and Invoice, consisting of six (6) pages; and Attachment C, TANF Participant Application and Eligibility Form, consisting of two (2) pages, represent the entire and integrated Contract between the parties and supersedes 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. 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).
- R. 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.
- S. 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.
- T. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns and the Agency 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 sovereign immunity shall be construed in favor of sovereign immunity.
- U. 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.
- V. 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.

- W. 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.
- X. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- Y. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- Z. 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.
- AA. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

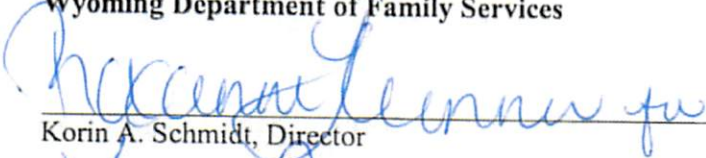
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9. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions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

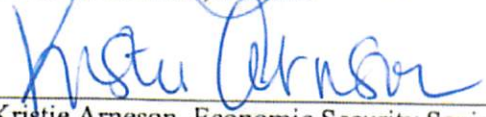
The Effective Date of this Contract is the date of the signature last affixed to this page.

AGENCY:

Wyoming Department of Family Services


Korin A. Schmidt, Director

9/16/21
Date


Kristie Arneson, Economic Security Senior Administrator

9/15/21
Date


CONTRACTOR:

Laramie County Commissioners


Gunnar Malm, County Commissioner Chairman

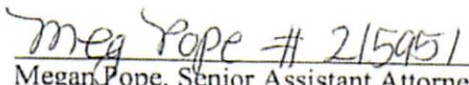
9/13/21
Date


Debra Lee, County Clerk


Chief Deputy

Sept 13, 2021
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM


Megan Pope, Senior Assistant Attorney General

9/2/21
Date

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