

**AMENDMENT ONE TO THE WYOMING DEPARTMENT OF FAMILY SERVICES
SUBGRANTEE AGREEMENT BETWEEN LARAMIE COUNTY AND CLIMB
WYOMING OF CHEYENNE.**

1. **Parties.** This Amendment ("Grant Amendment") (ALN 93.558) is made between Laramie County, State of Wyoming ("COUNTY"), whose address is 310 West 19th Street, Cheyenne, Wyoming 82001, and CLIMB Wyoming of Cheyenne (SUBGRANTEE), whose address is 123 E. 17th Street, Cheyenne, Wyoming 82001.
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the agreement between the COUNTY and SUBGRANTEE. The purpose of this Amendment is to: a) increase the total Agreement by seventy-two thousand three hundred thirteen dollars and eight cents (\$72,313.08); b) extend the term of the Agreement through September 30, 2026.

The original Agreement dated October 1, 2024, required the SUBGRANTEE to 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.

3. **Term of the Amendment:** This Amendment shall commence upon October 1, 2025, and shall remain in full force and effect through the term of the Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Agreement, or pursuant to applicable federal or state statute, rule or regulation.
4. **Payment:** Total payment under this Agreement shall not exceed one hundred forty-four thousand six hundred twenty-six dollars and sixteen cents (\$144,626.16).
5. **Additional Responsibilities of COUNTY.** The County shall not take on any additional duties as a result of this Amendment.
6. **Additional Responsibilities of SUBGRANTEE.** For Federal Year (FFY) 2026, the SUBGRANTEE shall provide the same services and serve the same number of participants as outlined in Attachment A, Statement of Work, for FFY 2025. Additionally, Attachment B, FFY2025 Quarterly Report and Invoice, will serve as the reporting and invoicing template for FFY2026.
7. **Special Provisions,**
 - A. **Same Term and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement, and any previous Amendments, between the COUNTY and the SUBGRANTEE, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
8. **General Provisions.**

- A. **Entirety of Amendment.** The original Agreement, consisting of eight (8) pages, Attachment A Subrecipient Pass Through Information consisting of one (1) page, Attachment B CLIMB Application with revised budget consisting of fourteen (14) pages, Attachment C FFY2025 Quarterly Report and Invoice consisting of eight (8) pages; Attachment D, DFS Contract with Laramie County as Amended consisting of thirteen (13) pages; and this Amendment One, consisting of three (3) pages; represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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: _____
Chairman, Laramie County Commissioners Date: _____

By: _____
Debra Lee, Laramie County Clerk Date: _____

CLIMB WYOMING OF LARAMIE COUNTY

By:  _____
Date: 8-27-25

REVIEWED AND APPROVED AS TO FORM ONLY

By:  _____
Laramie County Attorney's Office Date: 9-3-25

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

THIS WYOMING DEPARTMENT OF FAMILY SERVICES TEMPORARY ASSISTANCE FOR NEEDY FAMILIES SUBGRANTEE AGREEMENT ("Grant Agreement") (ALN # 93.558) is made between Laramie County, State of Wyoming ("COUNTY"), whose address is 310 West 19th Street, Cheyenne, Wyoming 82001, and CLIMB Wyoming of Cheyenne (SUBGRANTEE), whose address is 123 E. 17th Street, Cheyenne, Wyoming 82001. In consideration of the promises and covenants set forth below, the parties agree as follows:

- 1) Purpose of Grant Agreement. COUNTY shall provide Wyoming Department of Family Services Temporary Assistance for Needy Families (TANF) grant funds to SUBGRANTEE in the amount set forth in Section 3, and SUBGRANTEE shall undertake and complete materials, projects and/or services (collectively, the "Project") described in Attachment A attached hereto. Performance by SUBGRANTEE of the requirements of this Grant Agreement and compliance with all TANF program rules and regulations is a condition to SUBGRANTEE'S receipt of monies hereunder.
- 2) Term of Grant Agreement and Required Approvals. This Grant Agreement is not effective until all parties have executed it and all required approvals have been granted. The term of the Grant Agreement is from October 1, 2024 through September 30, 2025 ("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 \$72,313.08 ("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 the 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, Sub-recipient Pass Through Information (1 page), Attachment B CLIMB Application with revised budget (14 pages), Attachment C, Reporting (8 pages) and Attachment D, COUNTY's Contract with DFS (10 pages) represent the entire and integrated Grant Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- i) **Indemnification:** To the fullest extent permitted by law, SUBGRANTEE shall indemnify, defend and hold harmless COUNTY, and its officers, ~~agents~~, employees, ~~successors~~ and assigns from any cause of action, losses, injuries, liabilities, damages, ~~claims~~, demands or costs arising from or in connection with this grant agreement (including reasonable attorneys' fees) (collectively "Claims") arising out of all activities in connection with the Project, Grantee's (and any sub-grantee's) performance under this Grant Agreement, or failure by SUBGRANTEE (or any sub-grantee) to comply with the terms of this Agreement or any TANF program rules and/or regulations. SUBGRANTEE shall be solely liable and responsible for all acts or omissions in connection with the Project or the performance of the Project or this Agreement (including without limitation the acts, omissions or performance of the Project or this Agreement by any sub-grantee), including without limitation all Claims arising in connection therewith, and COUNTY (its officers, ~~agents~~, employees, ~~successors~~ and assigns) shall have no liability to SUBGRANTEE, any sub-grantee or any third party for, and shall be released from, all such Claims.
- j) **Independent Contractor:** SUBGRANTEE shall function as an independent contractor for the purposes of this Grant Agreement, and shall not be considered an employee of COUNTY for any purpose. SUBGRANTEE shall assume sole responsibility for any debts or liabilities that may be incurred by the SUBGRANTEE in fulfilling the terms of this Grant Agreement, and shall be solely responsible for the payment of all federal, state and local taxes that may accrue ~~because~~ of this Grant Agreement. Nothing in this Grant Agreement shall be interpreted as authorizing SUBGRANTEE or its agents and/or employees to act as an agent or representative for or on behalf of COUNTY, or to incur any obligation of any kind on the behalf of COUNTY. SUBGRANTEE agrees that no ~~health/hospitalization~~ benefits, workers' compensation and/or similar benefits available to COUNTY employees will inure to the benefit of SUBGRANTEE or SUBGRANTEE'S agents and/or employees as a result of this Grant Agreement.
- k) **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: SEE ATTACHED
Chairman, Laramie County Commissioners

OCT 01 2024
Date:

By: SEE ATTACHED
Debra Lee, Laramie County Clerk

OCT 01 2024
Date:

CLIMB WYOMING OF CHEYENNE

By: 
Katie Hogarty, Executive Director

9/24/24
Date:

REVIEWED AND APPROVED AS TO FORM ONLY

By: 
Laramie County Attorney's Office

9/24/24
Date:

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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

DocuSigned by:
By: 
9F34689571C0499...
Chairman, Laramie County Commissioners

Oct 1, 2024
Date: _____

Signed by:
By: 
84474085AC27483...
Debra Lee, Laramie County Clerk

Oct 1, 2024
Date: _____

CLIMB WYOMING OF CHEYENNE

By: 
Katie Hogarty, Executive Director

9/24/24
Date: _____

REVIEWED AND APPROVED AS TO FORM ONLY

By: 
Laramie County Attorney's Office

9/24/24
Date: _____

Attachment A

Sub-Recipient Pass-Through Information

Sub-recipient: CLIMB Wyoming

UEI #: ZPBEE1UCNLH9

Sam Registration Active: Yes

Project ID: TBD

Sub-recipient Program Area: TANF/CPI Laramie County, Wyoming

Federal Award Amount to Nonprofit: \$72,313.08

Local Match Amount: \$0.00

Period of Performance: October 1, 2024-September 30, 2025

Period and Start Date: October 1, 2024-September 30, 2025

Federal Award Identification Number (FAIN): 25-01WYTANF

Assistance Listing Number (ALN): 93.558

Assistance Listing Number Title: TANF

Federal Project Description: Provide local community based services to TANF eligible families

Name of Federal Awarding Agency: Department of Health and Human Services; Office of Administration for Children and Families, State of Wyoming

Name of Pass through Entity: Laramie County, Wyoming

Contact Information for Pass through Entity:

Sandra Bay, Laramie County Grants Manager
310 W. 19th Street, Suite 320
Cheyenne, WY 82001
307-633-4201 and Sandra.bay@laramiecountyywy.gov

Is this award for Research and Development? No

Pass-through Indirect Cost Rate: 10%

Sub-recipient Indirect Cost Rate: 10%

Amount of Federal Funds Obligated by Action: \$154,750.00

Total Federal Award: \$154,750.00

Federal Award Date: October 1, 2024

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1. County/Tribe: Laramie County, Wyoming
2. **Project/Grant Administrator.** Ensures programs are being implemented correctly, communicates grant changes and provides requested paperwork and data to the Department of Family Services. All Communication regarding this proposal shall be conducted through this person.

Name: Sandra Bay

Title: Grants Manager

Organization: Laramie County, Wyoming

Address: 310 W. 19th Street, Suite 320, Cheyenne, WY 82001

Phone: 307-633-4201

Email address: Sandra.Bay@laramiecountyyw.gov

3. Primary Contact for each Sub-recipient, that implements programs within the County's grant.

Name: Molly Kruger

Title: Chief Operating Officer

Organization: Cheyenne Climb Wyoming

Address: 123 East 17th Street, Cheyenne, WY 82001

Phone: 307-778-4126

Email address: grants@climbwyoming.org

4. Program Name: Climb Wyoming in Laramie County

5. Awarded Amount: \$72,313.08

6. Authorized Representative/County Commissioner Chair:
(No signature required here. Signature is required on the Assurance page)

Date: April 16, 2024 and 6/5/24

Phone: 307-633-4260

E-Mail: Commissioners@laramiecountyyw.gov

PROPOSAL

A. Summary of Proposed Program

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

Climb Wyoming's mission is for low-income single mother families to discover self-sufficiency through career training and placement. Providing free services to those most in need, Climb excels at supporting TANF families and directly aligns with TANF purposes. Climb will recruit approximately 60 candidates and work closely with them to increase their stability through connection to critical resources. Climb will enroll approximately 50 TANF eligible single mothers in career training programs. Key components of the intensive training include life and work readiness skills, mental health services, industry-specific skills aligned with each career, and job placement based on each participant's unique strengths and interests. Climb will also continue to work with approximately 70 graduates that receive continued support from staff that is often critical to their long-term job success. Climb staff provide hundreds of hours of support to the single mothers they work with in each phase of the program.

2. Is this program different from previous programs operated with TANF funds in the past?

Yes ☐ No ☒ If so, how is it different?

3. Area(s) served.

The Cheyenne Climb program primarily serves low-income single mothers from the Laramie County Area.

4. Population served.

Climb serves families most in need. On average, each participant has two children and enters the program at 30%-35% of the Federal Poverty Level, substantially below the 185% required for TANF eligibility. Approximately 60% of Climb participants have children under 5, and only 22% of participants have more education than a high school diploma or equivalent. The average age of Climb participants is 31 with 53% of participants between the ages of 18 and 30. Climb's participants include 63% White, 22% Hispanic, 4% African American, 6% American Indian/Alaska Native, 4% Multiracial, and 1% Other.

5. Beginning and end date of program.

October 1, 2024 - September 30, 2025

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

The Cheyenne Climb site generally runs three trainings per year offered in the Spring, Fall and Winter. Program research and planning happens throughout the year along with pre-program services and recruitment. Once the training focus is determined based on local workforce needs, Climb promotes the opportunity through outreach, advertising, and informational meetings. The career training portion lasts on average for three months depending on the job skills curriculum and certification type. Typically serving 10 to 12 TANF eligible single mothers, program days run from approximately 9 AM - 5 PM. This expedited schedule allows participants to enter the workforce as quickly as possible. Beyond job training, this phase includes life and workplace skills and therapeutic support. The subsidized job placement lasts approximately six to eight weeks and is tailored to meet the needs and goals of each participant. After this time period, the participant is expected to find success in their career and can access graduate support services. After program completion and job placement, Climb graduates have consistent communication with staff and their peers to support their long-term success.

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.

At Climb, we strive for a safe, open, affirming, and inclusive environment - an environment that allows both single mothers and staff to thrive. As Climb serves families most in need, staff know it is crucial to meet a diverse population with inclusive strategies and practices.

The Household Pulse Survey Data from the Census Bureau revealed a stark reality: single mother families bore a disproportionate burden during the pandemic. While 38% of single mothers struggled with food and rent, the rates for single fathers and multi-parent households stood at 19% and 18% respectively. Despite overall improvements in many families' quality of life as the pandemic has receded and the economy reaches toward stabilization, single mother households in Laramie County remain highly vulnerable to threats like food insecurity, lack of childcare, and ever-escalating housing costs, highlighting the persistent and urgent need for support.

The toxic stress of poverty—feeling scared, juggling hard decisions, being hungry—dramatically impacts how the brain functions. The single moms who come to Climb are under such high levels of stress that it has impacted their emotional regulation, planning, and decision-making abilities, which creates barriers to work readiness. Poverty passed down from one generation to the next also creates significant barriers to job success, trapping low-income single mothers and their children in a cycle that Climb participants are ready to break.

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

The generational cycle of poverty creates isolation in the lives of the single mothers who come to Climb. Lacking strong and positive relationships is a barrier to success that Climb participants face. The Climb program typically works in groups of 10-12 moms, which allows participants to engage with their peers, learn conflict resolution and self-regulation, build networks that last beyond the program, foster relationships that build trust and safety, and accelerate their skills to find success at work and at home. Finding a place in a professional community directly relates to a graduate's ability to maintain employment after the program. Over the past 37 years, Climb has leveraged and adapted the best of our group model design.

As Wyoming continues to grapple with statewide mental health barriers and shortages, Climb embeds mental health services within its job training program. Climb also connects other moms who are not yet enrolled in training to mental health resources within their respective communities. The Mental Health Provider at each site guides the team, Climb staff and participants, in maintaining a psychologically-informed environment. All participants complete a pre- and post-Mental Health Assessment, allowing them to be honest and forthright about their histories and struggles, while informing staff how best to support each mom into the future. Weekly group counseling sessions are one of the most important parts of the program and are central to the Climb model. Consistent individual counseling sessions assist participants in increased awareness, identifying and understanding their unique and individual strengths, and strategies to support overcoming their challenges.

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

Key components and strategies to make the program successful include the following:

- **Pre-program stabilization:** includes one-on-one work to connect moms to critical resources provided by community collaborators while maintaining a focus on employment.
- **Comprehensive case management:** provided by staff who create trust and a safe environment to assess needs and priorities and address the most difficult barriers to success.
- **Industry research:** staff network with community and employment partners throughout the year to identify high-growth training and employment opportunities and high-demand occupations to provide workforce solutions.
- **Mental health:** includes pre- and post-assessments to identify barriers, and group and individual counseling focused on increasing awareness and practicing skills to support long-term success.
- **Skills training:** leveraging local relationships to provide life and work readiness skills such as budgeting, conflict management, healthy relationships, and parenting as well as pre-employment skills such as job searching, resume writing, mock interviews, and workplace communication.
- **Job training and placement:** improves family economic stability and decreases dependence on government benefits.
- **Working in cohorts:** creates a support network and a community in which women practice healthy relationships and communication, build confidence, and learn the value of social capital.
- **Post-program support:** includes networking, group meetings, problem-solving difficult work situations, and celebrating successes.
- **Responsive program design:** allows staff to shift industry training based on local economic needs and adapt training to be in person or online based on community needs to maximize impact in rural areas.

C. Community Partnerships

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

Recognizing the multi-faceted challenges of poverty and the diverse needs of low-income single mothers, partnerships are crucial to Climb's success. In its 37 years, Climb has built a robust cross-sector ecosystem comprising employers, state agencies, educators, and non-profit organizations, collectively maximizing opportunities for moms in need while minimizing duplicative organizational efforts.

Employer Partnerships: Climb has cultivated relationships with local employers across the state. These partnerships enable Climb to identify high-demand industries and tailor training curricula accordingly. Additionally, employer partners support moms in achieving job readiness through activities like mock interviews and on-the-job training, and ultimately hiring graduates.

State Partnerships: Climb's longstanding collaborations with state agencies, including the Departments of Family Services and Workforce Services, provide valuable insights into employment needs and industry trends. This collaboration also helps Climb to measure programmatic efficacy.

Educational Partnerships: Climb works with educational institutions, employer associations, and other experts to design annual training programs. These programs equip participants with the skills and knowledge needed to succeed in their chosen fields. Additionally, Climb addresses the holistic needs of its participants by partnering with professionals in parenting, nutrition, financial literacy, and other life skills to prepare mothers for success both within and outside the workplace.

Non-profit Partnerships: Climb has established a strong network of social service partners to provide participants access to essential support services, including mental health, transportation assistance, substance abuse treatment, etc. Climb Program Managers are well-versed in community resources and

CLIMB Wyoming

dedicated to connecting participants with the support they need to overcome barriers and achieve their goals. Climb's social service partners also often refer qualifying clients to the program.

These diverse partners help Climb to uplift single mothers and create lasting positive change in their lives and communities.

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

Community Partner	Resources that will be provided
Boys and Girls Club	Resource partner
Cent\$ible Nutrition	Life skills presenter
Community Action	Resource partner
Department of Family Services	Referral partner
Department of Workforce Services	Referral partner
Discovery Unlimited Preschool	Resource partner
Enroll Wyoming	Life skills presenter
Equal Justice	Resource partner
Hands on Physical Therapy	Resource partner
Healthcare Provider Education Center	Training partner
HealthWorks	Resource partner
Highlands Presbyterian Church	Resource partner
Laramie County Community College	Training partner
Legal Aid of Wyoming	Resource partner
My Front Door	Resource partner
Needs Inc.	Resource Partner
Ronn Jeffrey	Parenting instructor
Safehouse	Resource partner
Sage Truck Driving	Training partner
St. Mark's Episcopal Church	Resource partner
VOA of Northern Rockies	Resource partner
Wyoming Homeowner Assistance Fund Program	Resource partner
YMCA	Resource partner
Youth Alternatives	Resource partner

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

To continue providing a comprehensive tuition-free program to local low-income single mothers and their families, Climb relies on critical public funding including awards received from the Community Partnership Initiative grant. Climb recognizes the importance of diversified braided funding strategies to support long-term sustainability. Collaboration with individual and corporate donors, as well as local city and county funding, allows Climb to remain sustainable while responsibly leveraging donations with this grant. For many years, Climb's effective model has worked to move local families out of poverty and has supported the TANF program's important purposes.

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?

The Climb proposal serving TANF eligible families includes the following goals:

- The Climb program improves family economic stability by offering free case management and career training leading to long-term employment for those most in need. As participants move into full-time employment, their average monthly wages more than double.
- Training will be linked to high-growth and high-demand occupations driven by workforce demand. Climb has flexibility to adapt trainings to employer needs and has offered many different programs in industries such as Commercial Driver's License, Professional Office Careers, and Medical Careers that meet local workforce needs.
- Moms will decrease dependency on government benefits. Two years post-program, 79% of graduates who were using food stamps before Climb decreased their dependence.
- Climb's comprehensive model includes extensive life and work readiness skills that address barriers and prepare participants for work including parenting, nutrition, budgeting, resume preparation, interviewing, and conflict management.
- All participants will receive group and individual counseling from a Wyoming Licensed Mental Health Counselor.
- The Climb model offers a group concept allowing participants to discover relationships and engage with their peers, learn conflict resolution and self-regulation, and build networks.
- Climb's expertise in rural poverty alleviation includes connecting single mothers to community partners and networks across the State. Staff maintain strong relationships with referral agencies and community partners for collaboration.
- Climb Business Liaisons will develop employer partnerships and work with each participant to help secure long-term employment opportunities and participate in employer evaluations.

Climb's innovative and comprehensive programming leads low-income single mothers into long-term employment to support the purposes of the Temporary Assistance for Needy Families program. The therapeutic and skills-based programming helps end the dependence of single mother families on government benefits. The State of Wyoming has saved \$120 million over the past 37 years from decreased dependence on public assistance programs (i.e., food stamps, health insurance, and housing) among graduates (WY DFS, WY Dept of Health-Medicaid, WY LIHEAP FY2017 State Profile, U.S. Dept of Housing and Urban Development).

Climb's two-generational approach, including family days, parenting skills, and case management, allows children to be cared for in their own homes. Staff have seen that when parents increase their income, children have greater access to academic and extracurricular activities, more stable schedules, and role models for career success. Along with increased income and consistent schedules, Climb participants learn about themselves through weekly counseling, life skills classes, and communication strategies. Climb programming supports the additional TANF purposes by providing mental health services, program design including the cohort model, providing access to women's healthcare, and connection to resources and life skills focused on healthy relationships, communication, and boundaries.

2. **Outcomes:** Using the chart below, please identify specific measurable (preferable numeric) 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	Organization's Performance Measures (How does your organization measure the outcome goals?)	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.	During recruitment, Climb staff help participants address any barriers including childcare and transportation. During the program Climb advocates for participants and provides mental health counseling to overcome barriers for success.	Climb tracks the participants who graduate in our customized participant database that can demonstrate trends over time.
Show progress each quarter toward the final goal of 75% of Climb program graduates being employed after program completion.	75% of these program graduates will be employed after program completion.	Climb programs include pre-employment skills including job searching techniques, resume writing, interviewing strategies, employee/employer relationships, and job retention. Climb staff work with the participants to ensure a successful interview process and support the participant during job placement as she practices new skills.	Climb conducts participant follow- ups at 3-month intervals from program completion to 24 months post program. Climb collects employment data such as place of employment, hours worked per week and hourly wages as well as participant and child health insurance data. From program end to 12 months, Climb collects this data by Climb staff contacting participants via phone, email or text. From 15-24 months, Climb contracts with the Wyoming Survey and Analysis Center to conduct the follow-ups via phone survey.
Show progress each quarter toward the final goal of individuals who completed the program earning 90% higher wages than when they entered the program.	90% of these program graduates will be earning a higher wage than they were before the program.	Comprehensive training develops the participants' strengths and builds upon them through extensive training in high-demand, high-growth occupations that lead to self-sufficient wages. Climb staff follow up with employers to establish	Climb conducts participant follow- ups at 3-month intervals from program completion to 24 months post program. Climb collects employment data such as place of employment, hours worked per week and hourly wages as well as participant and

		performance evaluations and communication for long-term success.	child health insurance data.
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.	To continue to support the participants, Climb staff members meet with graduates after they finish the program to sustain success in the workplace and family stability.	To assess decreasing dependence on government benefits, Climb collects food stamp and childcare data from the Wyoming Department of Family Services.
50% of Climb program graduates who enter the program utilizing public healthcare will show a decrease in the dependence on public health insurance.	Of the graduates who enter the program utilizing public health insurance 50% will end their dependence on public health insurance.	To continue to support the participants, Climb staff members meet with graduates after they finish the program to sustain success in the workplace and family stability.	To assess decreasing dependence on government benefits, Climb collects health insurance data from the participants through surveys.
Increased knowledge and skills regarding healthy relationships, strong and stable environments, communication and health behaviors.	100% of single mothers who enter the Climb program will have received life skills training and mental health counseling.	Climb offers life skills classes including parenting, budgeting, nutrition and more. Climb contracts with a licensed Mental Health Provider at each site and each participant receives individual and group counseling.	Climb staff determine the life skills for each program based on the needs of the participant group. All participants must participate in the mandatory individual and group counseling component of the Climb program.

3. Describe your data collection methods to be used.

Climb's sophisticated data tracking system was developed to support tracking outcomes during the program, while also maintaining connection with graduates to understand any potential needs in the post-program phase. Climb tracks the progress of participants at 3-month intervals for a full two years after completing the program. Climb staff collect data for the first-year post-program and Climb has a longstanding partnership with the Wyoming Survey and Analysis Center (WYSAC) to conduct second year outcome data collection. All data is collected through standardized interviews and is entered into the customer relationship management (CRM) database and reviewed by Climb staff.

The program is also evaluated by improved mental health data and increased stability in family relationships demonstrated through internal assessments. The mental health assessment evaluates safety and participants' executive functioning skills pre- and post-program. In only three months, 75% of Climb graduates report increased executive functioning skills because of Climb's mental-health based model that promotes long-term success at work. Climb staff utilize client self-report forms, home visits, staff observations, client interviews, and client records to document each participant's progress. Climb gathers participant feedback through interviews at the end of the program and during the WYSAC follow-up interviews.

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

Always striving to better understand our impact and continually improve efforts, Climb prioritizes regular quantitative and qualitative data analyses to assess program effectiveness, data quality assurance, and whether desired objectives are being achieved. Results are used to make data-driven program adjustments as necessary to enhance participant experience and success. Staff track pre-program activities; participants who enroll in and complete the career training and job placement phase of the program; graduate services and employment outcomes such as hours worked, hourly wage, childcare assistance, food stamps, cash assistance, and healthcare status before and after the program to evaluate economic mobility. To ensure data integrity, Climb also prioritizes external validation of statistics through partnerships with the Wyoming Departments of Family Services and Health, and WYSAC. These data points are analyzed by site and statewide and for various timeframes (1 year, 2 years, 5 years, cumulative, etc.).

G. TANF Recruitment

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

Each Climb site has staff that serve as a case manager for moms and provide ongoing guidance and support throughout the program. Staff recruit candidates who are most in need, on average 30-35% of the Federal Poverty Level. During the recruitment phase, staff outline the required knowledge, skills, and abilities, and other training and job requirements for the identified occupation. Staff also evaluate each candidate's level of competency in the area. Staff conduct a thorough assessment to determine additional services available in the community which may include food stamps, childcare assistance and housing, or counseling. Accessing these services and experiencing family stability is critical to successfully completing the program and starting a long-term career. Staff connect candidates to these services and support them along the way. If the candidate is not ready for the program, staff remain in contact with them for potential admission into a future program when they are more stable and ready.

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

Climb will recruit approximately 60 candidates and work closely with them to increase their stability through connection to critical resources. Climb will enroll approximately 50 TANF eligible single mothers. Climb will also continue to work with approximately 70 graduates that receive continued support from staff, which is often critical to their long-term job success.

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.**

Climb uses a rigorous process to ensure income eligibility for the Climb program. This process includes a thorough review by program staff, verification by statewide staff, consultation with the FBI program manager, and an annual external audit (in which Climb has never had a finding). Participant income is verified and documented through either SNAP utilization, pay stubs, employer verification of income, unemployment stubs, or tax returns. If applicable, income for additional family members is also documented and verified. Any questions about eligibility are directed to the State's Department of Family Services TANF Program Manager prior to a participant's acceptance to Climb. Please see attached copy of Climb's TANF Eligibility Intake Form.

BUDGET

Instructions:

1. Provide a budget for **each individual agency within the county AND a county combined budget** that includes all programs and their costs.
2. The budget for each program should be described with enough detail that expenditures of funds could be easily reviewed. Preference will be given to programs concentrating on direct services rather than programs building their administrative structure.
3. 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 program expenses.
4. 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.
5. Program costs are associated with direct service delivery to TANF eligible individuals/families (i.e. salaries, supplies, facilities 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*)

Funder	Amount	Status
United Way of Laramie County, City of Cheyenne, Laramie County	\$44,500	Secured
Daniels Fund	\$25,000	Secured
Hughes Foundation	\$15,000	Will Apply
Hearst Foundations	\$15,000	Pending
John P. Ellbogen Foundation	\$12,500	Secured
Mary H. Storer Foundation	\$20,000	Secured
John P. Ellbogen Foundation	\$12,500	Secured
First National Bank of Omaha	\$7,500	Secured
Cross Charitable Foundation	\$5,000	Secured
Newell B. Sargent Foundation	\$5,000	Secured

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JPMorgan Chase & Co.	\$3,500	Secured
Newell B. Sargent Foundation	\$3,750	Secured
Wells Fargo	\$2,000	Will Apply
Wyoming Community Foundation	\$5,000	Pending
Wyoming Women's Foundation	\$2,500	Will Apply
Individual Donors	\$50,000	Secured and Pending

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

Climb Wyoming's program is designed to help those most in need. Where most job training programs across the nation target families at a poverty level of 185%, the average poverty level of Climb Wyoming participants is 30% - 35% of the Federal Poverty Level. To properly target these most impoverished families Climb Wyoming first stabilizes participants through the pre-program services so that they move out of crisis and into a space where they are ready to successfully complete the training program and be placed in a job where they become financially independent.

Annually, Climb serves 60 moms through pre-program services. Pre-program services are inexpensive and highly impactful. Based on Climb's 37 years of moving families out of poverty through this comprehensive model, Climb has proven that success in training programs and employment at the high rate of success Climb demonstrates is not possible without this pre-program stabilization.

Climb's comprehensive ROI demonstrated below describes the impact of Climb's career and training program to unduplicated families by comparing pre-program wages to increased wages 90-days post-program (Climb will use 90-day statistics where the proposal indicated to use 30-day statistics as the organization does not currently track 30-day statistics).

The following calculation is Climb's projected Return on Investment (ROI) for the proposed program:

- Impact without program: Climb participants are making an average annual wage of \$18,156 at program enrollment.
- Impact from program: 90 days post program, graduates are employed making an average annual wage of \$35,004.
- Total annual increase in wages: Impact from program \$35,004 - Impact without program \$18,156 = \$16,848.
- Total Cost per Client Served = \$75,000 ÷ 50 unduplicated clients = \$1,500.
- Climb ROI = 11.23 to 1 based on \$16,848 / \$1,500.
- Climb ROI over the lifetime of a participant = 381.89 to 1 based on an average age of participant being 31 and working until the age of 65 (34 years post program) at an increased wage of \$16,848: 34 years x \$16,848 = \$572,832 ÷ \$1,500.

While the ROI demonstrated above is impressive, what is even more impressive and impactful is the post program graduate services impact. Climb will provide graduate services to 70 program graduates each year. These graduate services ensure that families not only receive employment, but they keep it. The graduate services could be perceived as prevention services in that Climb graduates are highly unlikely to reenter both poverty or the systems required to support these families. Through a data analysis conducted in partnership with DFS and the Wyoming Department of Health, it has been determined that the cost savings to the State of Wyoming associated with the decrease in government assistance programs of graduates over 37 years is \$120 million.

Individual Agency: Climb Wyoming in Laramie County Annual Amount Awarded: \$72,313.08			
	Program Costs	Administrative 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.	\$40,000	\$5,463.08	Program Director (\$70,000 annual salary) is responsible for oversight and/or implementation of all aspects of the Climb program model with a primary focus on program coordination, planning and administration. Assistant Program Director (\$63,000 annual salary) is responsible for assisting the Program Director with implementation of all aspects of the Climb program model with a primary focus on program coordination and planning. Business Liaison (\$60,000 annual salary) is responsible for establishing relationships with businesses and industries; working with training entities to ensure job-skills training meets industry needs; recruiting employers; facilitating participant work placements; coordinating employer work evaluations; preparing case notes. The Advocacy Coordinator (\$71,700 annual salary) is responsible for assisting with the coordination of participant services such as vaccinations, drug tests, work clothing purchases, etc.; and addressing participant work needs as they arise. Administrative salaries are to support Climb's centralized home office staff that support the entire statewide operations to handle such things as budgeting, grant reporting, financial processing, insurance, auditing, and human resources. The amount reflected on this budget represents an allocation of time spent directly supporting the site as well as this grant.
Employer Paid Benefits <u>Admin:</u> Activities spent managing the grant. <u>Program:</u> Benefits for all staff who provide direct client services.	\$3,000	\$500	Retirement, health, dental, vision, and life insurance expenses for those employees that participate in Climb's insurance plan. (Program Director \$8,400; Assistant Program Director \$7,560; Business Liaison \$7,200; Advocacy Coordinator \$8,604)

Employer Payroll Taxes <u>Admin:</u> Activities spent managing the grant. <u>Program:</u> Taxes for all staff who provide direct client services.	\$3,700	\$600	Employer paid payroll taxes are estimated at 10% of the salaries budgeted. (Program Director \$7,000; Assistant Program Director \$6,300; Business Liaison \$6,000; Advocacy Coordinator \$7,170)
Supplies <u>Admin:</u> Supplies and expenses needed to manage the grant. <u>Program:</u> Supplies needed for instructor use. *cannot include any form of personal computers or IT equipment*			
Recruiting and Marketing *cannot include promotional items.			
Travel Travel necessary to serve participants.			
Rent and utilities Rent and utilities for space provided to direct services for participants. *participant rent/utilities costs should be included in the "Other Participant Needs" budget line.	\$7,500	N/A	Rent and utilities for office space, classrooms, and group/individual mental health treatment space. Also includes phone, fax, internet services, and cleaning of office space.
Participant Tuition and Class Fees			
Participant Class Supplies and Materials			
Participant License and Certification Fees			
Participant Drug and Aptitude Screening Can include other types of assessments.			

Work Support Services and Clothing			
Participant Wages			
Participant Fringe Benefits			
Participant Incentives	\$2,000	N/A	Incentives earned by participants for completed goals to assist them with living expenses while in training.
Other Participant Needs: Description – Mental Health Provider	\$9,500	N/A	Amounts paid to contracted mental health provider for group and individual counseling services.
Program and Administrative Sub-Totals	\$65,750	\$6,563.08	Total Administrative Costs cannot exceed 10% of your total Program Costs
TOTAL BUDGET	\$72,313.08		
Number of TANF Participants Planning to Serve	50		
Cost Per TANF Participants	\$1,446.00		

Quarterly Report and Invoice



Temporary Assistance for Needy Families
Wyoming Department of Family Services

TANF CPI

FFY2025 Quarterly Report and Invoice

County/Tribe:

Laramie County

Reporting Period:

Date:

Evaluation of Outcomes:**Big Brothers Big Sisters**

Outcome	Measurement	Activities/Collaboration Conducted to Meet Outcome (complete this column with activities provided during the quarter to meet contractual outcome goals as outlined in Attachment A)	Data/Quality Assurance to be Collected to Validate Measurements (complete this column with quarterly outcome data for each quarter under the contract as outlined in Attachment A)
Enrolling and matched youth will create a Youth Outcomes Development Plan (YODP) with goals to work on during the grant period.	80% of enrolling and matched youth create a YODP 80% achieve at least one goal during the grant period.		
BBBS matched youth will improve or maintain positive attitudes in relation to educational success, risk attitudes, and/or socio-emotional competency.	80% of youth will improve or maintain positive attitudes.		
BBBS matched youth will improve or maintain positive attitudes in relation to parental trust or adult relationships.	80% of youth will improve or maintain positive attitudes.		
Enrolling and matched youth will create a Youth Outcomes Development Plan (YODP) with goals to work on during the grant period.	80% of enrolling and matched youth create a YODP 80% achieve at least one goal during the grant period.		

Boys and Girls Club:

Outcome	Measurement	Activities/Collaboration Conducted to Meet Outcome (complete this column with activities provided during the quarter to meet contractual outcome goals as outlined in Attachment A)	Data/Quality Assurance to be Collected to Validate Measurements (complete this column with quarterly outcome data for each quarter under the contract as outlined in Attachment A)
Identify 50 TANF-eligible youth.	Utilize TANF intake form to screen potential scholarship applicants. 100% of participating youth will complete the form.		

Youth who attend the Club participate at least 52 times per year.	Utilize member tracking system to record Club attendance throughout the year.		
Youth participate in age-appropriate programs which align with TANF goals.	Utilize member tracking system to record activity participation among TANF youth.		
Youth achieve Academic Success.	Evaluate student success by tracking grades and collaborating with LCSD #1.		
Youth abstain from high-risk behaviors.	Obtain data and feedback via the National Youth Outcomes Initiative (NYOI) annual youth survey.		

Climb Wyoming:

Outcome	Measurement	Activities/Collaboration Conducted to Meet Outcome (complete this column with activities provided during the quarter to meet contractual outcome goals as outlined in Attachment A)	Data/Quality Assurance to be Collected to Validate Measurements (complete this column with quarterly outcome data for each quarter under the contract as outlined in Attachment A)
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.		
75% of Climb program graduates will be employed after program completion.	75% of these program graduates will be employed after program completion.		
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.		

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/Collaboration Conducted to Meet Outcome (complete this column with activities provided during the quarter to meet contractual outcome goals as outlined in Attachment A)	Data/Quality Assurance to be Collected to Validate Measurements (complete this column with quarterly outcome data for each quarter under the contract as outlined in Attachment A)
<i>Completion of Phase I: low to moderate-income participants complete a 12- week financial literacy course</i>	<i>100% of Families that enroll will complete Phase I</i>		
<i>Completion of Phase II; participants establish and maintain a home savings account</i>	<i>80% of those that enter Phase II will complete it. 100% of participants who complete Phase II will have saved \$2,400 toward their own down payment at closing</i>		
<i>Completion of Phase III; participants purchase and maintain ownership of a home</i>	<i>90% of those participants who complete Phase II and save the minimum requirement will purchase a home</i>		

	<p><i>75% of those that purchase a home will complete Phase III</i></p> <p><i>Homeowning families that complete annual requirements are eligible for a \$1,000 maintenance grant in years 2, 3, 4, and 5.</i></p>		
<p><i>Participants actively engage with the Family Advocate during all three phases of the program</i></p>	<p><i>100% of participants enrolled in any phase of the program will meet with the Family Advocate at least quarterly and complete 3 of the 4 quarterly offered trainings per year. Participants will also continue to set and make progress with SMART Goals.</i></p>		

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Successes and Challenges:

Please share quarterly successes and challenge

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Quarterly Invoice: Laramie County Commissioners

Submit To:

Georgia Auchl

georgia.auchl@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					\$45,193.10	\$4,519.31
BBBS					\$8,441.00	
Climb					\$40,050.00	\$5,463.08
WFHOP					\$2,892.52	
Employer Paid Benefits						
BGC					\$2,413.23	\$241.32
BBBS					\$2,412.00	
Climb					\$3,000.00	\$500.00
Employer Payroll Taxes						
BGC					\$4,826.63	\$482.67
BBBS					\$1,206.00	
Climb					\$3,700.00	\$600.00
Rent and Utilities						
BGC					\$2,412.20	\$241.31
Climb					\$7,500.00	
Participant Tuition and Class Fees						
WFHOP					\$4,121.85	
Participant Class Supplies and Materials						
WFHOP					\$535.12	
Participant Incentives & Expenses						
Climb					\$2,000.00	
Other Participant Needs						
BBBS (Liability and Affiliations fees)						\$1,205.29
Climb (Mental Health Provider)					\$9,500.00	
WFHOP (Participant Utilities)					\$1,293.37	
Sub-Totals	0.00	0.00	0.00	0.00	\$141,497.02	\$13,252.98
Quarterly TOTAL (Program + Admin)					\$ 154,750.00	
Number of Participants Served						
Cost Per Participant						

**CONTRACT BETWEEN
WYOMING DEPARTMENT OF FAMILY SERVICES
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; Suite 320, 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 when all parties have executed it (Effective Date). The term of the Contract is from October 1, 2024, or Effective Date, whichever is later, through September 30, 2025. All services shall be completed during this term.
4. **Payment.**
 - A. The Agency agrees to pay the Contractor for the services described in Section 5 below and in Attachment A. Total payment under this Contract shall not exceed one hundred fifty-four thousand, seven hundred fifty dollars (\$154,750.00). Payment shall be made quarterly in accordance with the pay schedule in Attachment B, TANF CPI FFY2025 Quarterly Report and Invoice, which is attached to and incorporated into this Contract by this reference. 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. The federal source of funding is TANF, CFDA #93.558.
 - 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.
 - C. Except as otherwise provided in this Contract, the Contractor shall pay all costs and expenses, including travel, incurred by Contractor or on its behalf in connection with Contractor's performance and compliance with all of Contractor's obligations under this Contract.
5. **Responsibilities of Contractor.** The Contractor agrees to:
 - A. Provide the services 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, including social security number, 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 no less than quarterly. The Contractor shall only bill for services provided to TANF eligible families. Contractor shall use the TANF CPI FFY2025 Quarterly Report and Invoice, Attachment B, 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, computers or computing devices for agency use or for participants;**
- 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. Provide technical assistance, when needed.**

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.

Federal law requires the Contractor to include all relevant special provisions of this Contract in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

- 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.** 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. Subject to the Wyoming Public Records Act, Wyo. Stat. §§ 16-4-201 et. seq., the Parties agree that no shared information will be sold, given or loaned to any person or entity not a Party to this Agreement without the express written consent of the owner of the information.
- I. Entirety of Contract.** This Contract, consisting of ten (10) pages; Attachment A, Program Statement of Work, consisting fifty-nine (59) pages; Attachment B, FFY2025 Quarterly Report and Invoice, consisting of eight (8) 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 supersede all prior negotiations, representations, and agreements, whether written or oral.
- 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. Upon Agency's verified receipt of such information, Contractor agrees to physically and

electronically destroy any residual Agency-owned data, regardless of format, and any other storage media or areas containing such information. Contractor agrees to provide written notice to Agency confirming the destruction of any such residual Agency-owned data.

- 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. § 9-2-3204(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 the Contractor expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- 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. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

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

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

AGENCY:
Wyoming Department of Family Services


Korin A. Schmidt, Director

Date

Kristie Gordy, Economic Security Senior Administrator

Date

CONTRACTOR:
Laramie County Commissioners



Brian Lovett, Chairman, County Commissioner

9-17-2024

Date

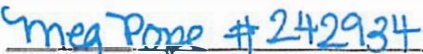


Debra Lee, County Clerk

9-17-2024

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



Megan Pope, Senior Assistant Attorney General

8/28/24

Date

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



250819-10

**AMENDMENT ONE TO THE CONTRACT BETWEEN
WYOMING DEPARTMENT OF FAMILY SERVICES
AND
LARAMIE COUNTY COMMISSIONERS**

1. **Parties.** This Amendment is made and entered into by and between 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; Suite 320, Cheyenne, Wyoming 82001.
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Contract between the Agency and the Contractor. The purpose of this Amendment is to: a) increase the total Contract dollar by one hundred fifty-four thousand, seven hundred fifty dollars (\$154,750.00) to three hundred nine thousand, five hundred dollars (\$309,500.00); b) extend the term of the Contract through September 30, 2026; and c) amend the responsibilities of the Contractor.

The original Contract, dated September 23, 2024, required the Contractor to 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, for a total Contract amount of one hundred fifty-four thousand, seven hundred fifty dollars (\$154,750.00) with an expiration date of September 30, 2025.

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (the "Effective Date"), and shall remain in full force and effect through the term of the Contract, as amended, unless terminated at an earlier date pursuant to the provisions of the Contract, or pursuant to applicable federal or state statute, rule, or regulation.
4. **Amendments.**
 - A. The second and third sentence of Section 3 of the original Contract is hereby amended to read as follows:

"The term of the Contract is from October 1, 2024 through September 30, 2026. All services shall be completed during this term."
 - B. The second sentence of section 4(A) of the original Contract is hereby amended to read as follows:

"Total payment under this Contract shall not exceed three hundred nine thousand, five hundred dollars (\$309,500.00)."

5. Amended Responsibilities of the Contractor.

Responsibilities of the Contractor are hereby amended as follows:

- A. Section 5 of the original Contract is hereby amended to add Subsection K, which reads as follows:**

“K. For Federal Fiscal Year (FFY) 2026, the Contractor shall provide the same services and serve the same number of participants as outlined in Attachment A, Statement of Work, for FFY 2025. Additionally, Attachment B, FFY 2025 Quarterly Report and Invoice, will serve as the reporting and invoicing template for FFY 2026.”

6. Amended Responsibilities of the Agency.

Responsibilities of the Agency have not changed.

7. Special Provisions.

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

8. General Provisions.

- A. Entirety of Contract.** The original Contract, consisting of ten (10) pages; Attachment A, Program Statement of Work, consisting of fifty-nine (59) pages; Attachment B, FFY2025 Quarterly Report and Invoice consisting of eight (8) pages; Attachment C, TANF Participant Application and Eligibility Form, consisting of two (2) pages; and this Amendment One, consisting of three (3) pages; represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

AGENCY:

Wyoming Department of Family Services


Korin A. Schmidt, Director

8/22/25
Date


Corrine Livers, Economic Security Senior Administrator

8/21/2025
Date

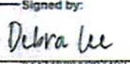
CONTRACTOR:

Laramie County Commissioners

Signed by:

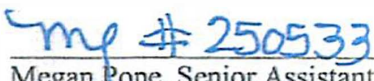
Gunnar Malm, Chairman, County Commissioner

Aug 19, 2025
Date

Signed by:

Debra Lee, County Clerk


Aug 19, 2025
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM


Megan Pope, Senior Assistant Attorney General

8/11/25
Date

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

 8-12-25

Contract #: 250533

Entry Date: 8/5/2025 9:09:17 AM

Department: Wyoming Department of Family Services

WYOMING ATTORNEY
GENERAL'S OFFICE

Agency Contact: Canarecci, Heather (DFS)

AUG 11 2025

Phone: 3077775355

Other Agency Contact: Jessica Asbury

Megan Pope
APPROVED AS TO FORM

Client Comments: Approved template 250279, No SOS
government entity

Contractor/Vendor Name: Laramie County Commissioners

Contract Title: Laramie County Commissioners

Contract Type: Amendment

Contract Amount: 154750.0000

Contract Effective Date:

Contract Expiration Date: 9/30/2026 12:00:00 AM

Status: Attorney Review Complete

RETURN VIA: Download Only (Hard Copy Will Not be
Returned to Agency)

Assigned Attorney: Megan Pope

**CONTRACT BETWEEN
WYOMING DEPARTMENT OF FAMILY SERVICES
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, Suite 320, 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 when all parties have executed it (Effective Date). The term of the Contract is from October 1, 2024, or Effective Date, whichever is later, through September 30, 2025. All services shall be completed during this term.
4. **Payment.**
 - A. The Agency agrees to pay the Contractor for the services described in Section 5 below and in Attachment A. Total payment under this Contract shall not exceed one hundred fifty-four thousand, seven hundred fifty dollars (\$154,750.00). Payment shall be made quarterly in accordance with the pay schedule in Attachment B, TANF CPI FFY2025 Quarterly Report and Invoice, which is attached to and incorporated into this Contract by this reference. 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. The federal source of funding is TANF, CFDA #93.558.
 - 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.
 - C. Except as otherwise provided in this Contract, the Contractor shall pay all costs and expenses, including travel, incurred by Contractor or on its behalf in connection with Contractor's performance and compliance with all of Contractor's obligations under this Contract.
5. **Responsibilities of Contractor.** The Contractor agrees to:
 - A. Provide the services 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, including social security number, 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 no less than quarterly. The Contractor shall only bill for services provided to TANF eligible families. Contractor shall use the TANF CPI FFY2025 Quarterly Report and Invoice, Attachment B, 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, computers or computing devices for agency use or for participants;**
 - 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. Provide technical assistance, when needed.**

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.

Federal law requires the Contractor to include all relevant special provisions of this Contract in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

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, vendor 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 CFR, 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.** 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. Subject to the Wyoming Public Records Act, Wyo. Stat. §§ 16-4-201 et. seq., the Parties agree that no shared information will be sold, given or loaned to any person or entity not a Party to this Agreement without the express written consent of the owner of the information.
- I. Entirety of Contract.** This Contract, consisting of ten (10) pages; Attachment A, Program Statement of Work, consisting fifty-nine (59) pages; Attachment B, FFY2025 Quarterly Report and Invoice, consisting of eight (8) 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 supersede all prior negotiations, representations, and agreements, whether written or oral.
- 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. Upon Agency's verified receipt of such information, Contractor agrees to physically and

electronically destroy any residual Agency-owned data, regardless of format, and any other storage media or areas containing such information. Contractor agrees to provide written notice to Agency confirming the destruction of any such residual Agency-owned data.

- 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. § 9-2-3204(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 the Contractor expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- 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. ~~Counterparts~~. This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

AGENCY:

Wyoming Department of Family Services


Korin A. Schmidt, Director

9/23/24
Date


Kristie Gordy, Economic Security Senior Administrator

9/20/24
Date

CONTRACTOR:

Laramie County Commissioners

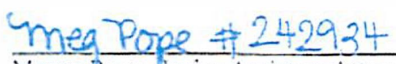

Brian Lovett, Chairman, County Commissioner
Gunnar Main

9-17-2024
Date


Debra Lee, County Clerk

9-17-2024
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM


Megan Pope, Senior Assistant Attorney General

8/28/24
Date

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

