

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

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

- 1) Purpose of Grant Agreement. COUNTY shall provide Wyoming Department of Family Services Temporary Assistance for Needy Families (TANF) grant funds to SUBGRANTEE in the amount set forth in Section 3, and SUBGRANTEE shall undertake and complete materials, projects and/or services (collectively, the "Project") described in Attachment A attached hereto. Performance by SUBGRANTEE of the requirements of this Grant Agreement and compliance with all TANF program rules and regulations is a condition to SUBGRANTEE'S receipt of monies hereunder.
- 2) Term of Grant Agreement and Required Approvals. This Grant Agreement is not effective until all parties have executed it and all required approvals have been granted. The term of the Grant Agreement is from October 1, 2018 through September 30, 2019 ("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 \$44,240 ("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 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 pursuant to law. SUBGRANTEE agrees that it shall comply with all applicable law and regulation, 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 requirements of law or regulation 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, CLIMB Application with revised budget (19 pages), Attachment B, Reporting (9 pages) and Attachment C, COUNTY's agreement with DFS (10 pages) represent the entire and integrated Grant Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- i) Indemnification: To the fullest extent permitted by law, SUBGRANTEE shall indemnify, defend and hold harmless COUNTY, and its officers, agents, employees, successors and assigns from any cause of action, losses, injuries, liabilities, damages, claims, demands or costs arising from or in connection with this grant agreement (including reasonable attorneys' fees) (collectively "Claims") arising out of all activities in connection with the Project, Grantee's (and any sub-grantee's) performance under this Grant Agreement, or failure by SUBGRANTEE (or any sub-grantee) to comply with the terms of this Agreement or any TANF program rules and/or regulations. SUBGRANTEE shall be solely liable and responsible for all acts or omissions in connection with the Project or the performance of the Project or this Agreement (including without limitation the acts, omissions or performance of the Project or this Agreement by any sub-grantee), including without limitation all Claims arising in connection therewith, and COUNTY (its officers, agents, employees, successors and assigns) shall have no liability to SUBGRANTEE, any sub-grantee or any third party for, and shall be released from, all such Claims.
- j) Independent Contractor: SUBGRANTEE shall function as an independent contractor for the purposes of this Grant Agreement, and shall not be considered an employee of COUNTY for any purpose. SUBGRANTEE shall assume sole responsibility for any debts or liabilities that may be incurred by the SUBGRANTEE in fulfilling the terms of this Grant Agreement, and shall be solely responsible for the payment of all federal, state and local taxes that may accrue because of this Grant Agreement. Nothing in this Grant Agreement shall be interpreted as authorizing SUBGRANTEE or its agents and/or employees to act as an agent or representative for or on behalf of COUNTY, or to incur any obligation of any kind on the behalf of COUNTY. SUBGRANTEE agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to COUNTY employees will inure to the benefit of SUBGRANTEE or SUBGRANTEE'S agents and/or employees as a result of this Grant Agreement.
- k) 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: _____
K.N. Buck Holmes Chairman
Laramie County Commissioners


Date:

By: _____
Debra Lee, Laramie County Clerk

Date:

CLIMB WYOMING OF CHEYENNE

By:  _____
Ray Fleming Dinneen, Executive Director

 _____
Date:

REVIEWED AND APPROVED AS TO FORM ONLY

By:  _____
Mark Voss, Laramie County Attorney

 _____
Date

State of Wyoming

Department of Family Services

Temporary Assistance For Needy Families (TANF) Community Partnership Initiative (CPI) Grant Application

PROPOSALS DUE: April 26, 2018
Proposal Issue Date: March 15, 2018
Proposal Contacts: Corrine Livers
E-mail: corrine.livers@wyo.gov

COVER PAGE

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

Name: Sandra Newland
Title: Grants Manager
Organization: Laramie County, Wyoming
Address: 309 W. 20th Street, Suite 3100 Cheyenne, WY 82001
Phone: 307-633-4201
Email address: snewland@laramiecounty.com

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

Name: Misty Savage
Title: Program Director
Organization: Climb Wyoming
Address: 123 East 17th Street, Cheyenne, WY 82001
Phone: 307-778-0094
Email address: molly@climbwyoming.org

4. Program Name: Climb Wyoming in Laramie County
5. Requested Amount: \$75,000
6. Authorized Representative: _____
County Commissioner Chair

Date: _____

Phone: 307-633-4260 E-Mail: commissioners@laramiecounty.com

PROPOSAL

A. Summary of Proposed Program

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

Climb Wyoming respectfully requests \$75,000 to advance our mission *for low-income single mothers in Laramie County to discover self-sufficiency through job training and placement*. The grant will fund job skills, work readiness training, life skills classes, mental health services, direct job placement and ongoing support to help end the cycle of poverty for the participants and their children. The grant will also support Laramie County businesses by researching and developing new training opportunities for industries with long-term career opportunities and a need for employees.

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

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

Not applicable

3. Area(s) served.

The Climb Wyoming program serves low-income single mothers from Laramie County.

4. Population served.

The population is low-income single mothers living at or below 185% of the Federal Poverty Level.

5. Beginning and end date of program.

October 1, 2018 - September 30, 2019

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

The program is offered 3 times each year. The programs are approximately 6 months from recruitment through job placement. During the intensive job training phase, which last approximately 8-10 weeks, participants meet each day from 8am – 5pm.

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.

According to the U.S. Census Bureau (2015), 36% of single mother families with children under age 18 live below the poverty level in Cheyenne with that number increasing to 50% with children

under the age of 5, years of critical brain development. Climb moms struggle to keep consistent employment due to the challenges of poverty. Almost a quarter of Climb participants report moving three or more times in the past year, and almost half have changed jobs more than three times in a year, creating significant barriers to success. Besides the challenge of housing, single mothers in poverty struggle with paying everyday bills while affording daycare and rent, compromising young adult job success. Poverty also causes toxic stress for adults significantly limiting their cognitive bandwidth - similar to a decrease in 13 IQ points (Nature, March 2015).

Beyond the single mothers Climb serves, younger children are at risk for significant developmental challenges because of living in poverty during their years of greatest brain development. According to the Annie E. Casey Foundation, low-income parents experience increased daily stress from insufficient income which can compromise good parenting and inevitably affect their children. Poverty can impede young children's cognitive, social, and emotional development; contribute to poor health; and negatively affect educational opportunities and outcomes (Kids Count 2016). Climb believes there is no better way to support children in poverty than by providing their parents an opportunity for self-sufficiency and stability.

According to the 2015 Laramie County Comprehensive Needs Assessment, the graduation rate for lunch eligible students, particularly in LCSD#1, trails the total graduation rate and is far below HP2020 benchmarks. Additionally, the percentage of lunch eligible students in Laramie County is higher than the state average and is trending upward.

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

The Climb program is unique since it considers that long-term self-sufficiency depends not just on employment but on the ability to navigate decisions, conflicts, challenges and emotions successfully. Climb is intentionally designed to accelerate learning and prepare participants for successful long-term employment by providing job skills relevant to professional opportunities; soft skills like workplace communication and conflict engagement to support workplace success; life skills like parenting and budgeting tools to manage life outside of work; and counseling to address barriers that might interfere with success in the workplace. Climb moms work in groups to allow participants an intense opportunity to engage with their peers, practice self-regulation, build networks that last beyond the program and foster relationships that build trust and safety.

The Climb program is addressing the gap in programs specifically offered for low-income single mothers that include a multi-generational, comprehensive and therapeutic approach. As Climb graduates move off public assistance and gain health insurance, they experience a critical sense of independence and self-worth by being able to provide for their children. This empowerment is a huge motivator for long-term success. By providing single mothers an opportunity for stability through self-sufficiency, the program supports the advancement of children in poverty and helps break the generational cycle of poverty. According to the 2015 Laramie County Comprehensive Needs Assessment, Healthy People 2020 considers education to be a high-priority health issue and leading health indicator.

Climb also strengthens and provides resources for Laramie County area businesses by preparing employees for in demand careers while working with employers to understand their needs pre-program. For example, Cheyenne Climb is currently offering a Commercial Driver's License training where long-term job placements are needed. The participants are expected to graduate in the spring when there is peak hiring.

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

Climb's research-based program includes the following strategies to make the program successful:

Program Research and Planning: Program research and planning activities are conducted year-round but become a strong focus for approximately two to four months prior to the comprehensive training start date. Climb is focused on continuing to remain strategic and effective by researching new programs to align with Wyoming's changing economy and workforce needs. Climb takes pride in our planning phase to both anticipate openings in new industry and to guarantee employability of the participants at the end of the program. In addition, we work closely with current and future employers to craft and adapt each training to specifically meet local employment needs. This research and planning phase ensures that staff will be able to place participants in long-term job opportunities during job placement and that job placements allow the participants to earn a wage that moves them toward self-sufficiency and offers them opportunities for long-term employment.

For example, Climb staff added a Class B Commercial Drivers License training in to the Introduction to Construction Trades training last year since there are several Class B driving careers including school bus drivers, construction vehicle drivers or UPS drivers. Having a Class B Commercial Drivers License made the moms more marketable during placement.

Participant Recruitment: Participant recruitment activities are also conducted year-round but become more intense approximately 2 months prior to the comprehensive training start date, and after the research and planning activities for the program have been completed and requirements of the training and employment are known. Climb's unique participant recruitment approach is vital to connecting well-matched, qualified and ready-to-work individuals to high-quality jobs during job placement.

Comprehensive Training: Comprehensive training lasts approximately 2 to 4 months, depending on the job training curriculum. 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 participants are guided through job training and also receive services that allow them to begin to address personal barriers to success. The comprehensive training phase includes industry specific training, work readiness training, life skills training, parenting skills training, mental health services (including both group and individual counseling provided by a Licensed Mental Health Provider) and advocacy services.

Job Placement: Job placement includes 6 to 8 weeks of subsidized work experience followed by long-term placement. Staff members place participants into positions where they will be able to take what they learned during comprehensive training and transition it to on-the-job training, allowing them to build upon the skills they learned. Staff members work closely with local businesses to commit to the program and consider the participants for a work experience and long-term placement to help them and their families obtain self-sufficiency. Employers can be reimbursed during the 6 to 8 week work experience, and staff members regularly communicate with each employer to ensure that the participants are meeting appropriate expectations and to offer additional support or training as needed.

Ongoing Support: Due to the comprehensive nature and intensity of the Climb program model, it is important that Climb prepares the participants to maintain the success they have gained. Life changes come slowly and staff members support participants in meeting challenges as they arise. Ongoing support has proven to be as important to the participants' long-term success as the participant recruitment process. 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. Staff members and graduates meet as a group to discuss life challenges and possible solutions as well as continually review community resources.

C. Community Partnerships

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

A critical piece for Climb's unique model to be successful is community wide collaboration for planning and implementation. All phases of the program involve partnerships including the following examples:

To provide increased success with recruitment, Climb has established relationships with specific divisions of Department of Family Services such as childcare services and food stamps. Climb has also collaborated with the Cheyenne Housing Authority as well as Pathfinder for addiction treatment and Health Works for medical care.

During training, life skills speakers have included Equal Justice Wyoming for legal resources and Safe House and local law enforcement for domestic violence services. Cheyenne Climb collaborates with corporations such as Lowe's Distribution Center and Julie's Career Closet for job skills. Cheyenne Climb relies on local volunteers for mock interviews.

Training partners include Laramie County Community College that tailors trainings based on current needs including Professional Workflow Specialist, Warehouse Inventory, Integrated Systems Technology and Introduction to Professional Careers that included the High School Equivalency Test (HiSet). Cheyenne Climb has partnered with the Health Care Provider Education Center for Certified Nursing Assistant training. A partnership with the Plumber and Pipefitter UA Local 192 for the past pipefitting training to enhance warehouse inventory skills increased the marketability of the participants.

For job placements, Climb researches Cheyenne local industries to determine the best training options where long-term careers with self-sufficient wages are available. Climb staff then work with future employers and industry experts to craft the training to align with job skills required for the future careers. Some of the many employer partners include Lowe's, Cheyenne Regional Medical Center, Sierra Hills Assisted Living, Universal Protection Services, Meridian Trust FCU, Cheyenne Skin Care, Duran Construction, 4 Quarters Excavation, Rent-A-Center and LinCare.

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

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

Community Partner	Resource that will be provided
Equal Justice Wyoming	Legal information and consultation with participants
YMCA	Donate 6-month membership and provide tour as a life skill during the Climb Program
Laramie County Community College	Collaborate to build in demand training opportunities, flexible to accommodate Climb's needs
HealthWorks	Provide testing for CNA training, also resource for other health/dental needs
Recover Wyoming	Work with Climb to provide recovery support and mentorship as a resource in the community
Sage Truck Driving School	Collaborate to provide CDL training and testing
Health Care Provider Education Center	Collaborate to provide CNA training, including clinicals and a tour of a long-term care facility
Julies Career Closet	Life skill class for professional clothing
Bodylines Dance and Pilates Studio	Host life skills 2 times during each program including introduction to exercise and awareness of nonverbal communication
University of Wyoming Family Medicine	Resource for health needs
Peak Wellness	Resource for mental health needs

Volunteers of America	Resource for temporary housing assistance
Wyoming Family Home Ownership Program	Resource for Home Ownership and financial education

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

Climb's long-term sustainability plan includes diversifying income while remaining diligent about expenses. Climb incorporates a comprehensive fundraising strategy that includes: foundation and corporate grant seeking that includes identification of and outreach to appropriate prospects; government grant seeking that includes identification of and application to appropriate federal, state, county and city requests; and private donor cultivation that includes developing and securing an individual donor base with a capacity for significant support of Climb activities. TANF CPI funding is a critical piece of Climb's diversified funding strategy.

Climb has worked to establish adequate operating reserves in light of the unpredictability of federal funding. The statewide Climb organization strives to accumulate reserves equivalent to approximately six months operating expenses. Climb has the flexibility to allocate its reserves to support local programs as needed as the majority of these reserves are unrestricted. Climb has also established an endowment as a long-term investment that generates income that can be used, if needed, to offset a portion of the operational budget.

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 foremost goal of every Climb training program is to ensure that low-income single mothers receive the training, skills, and support necessary to reach economic self-sufficiency and to succeed long-term in all aspects of their lives. The goals align with the TANF CPI goals stated above in the following ways:

- Climb will provide services to TANF eligible individuals and families that live at 185% of the Federal Poverty Level or below. Climb will serve 30 single mothers and approximately 60 of their children throughout the year.
- Climb will alleviate poverty and prevent hardship among children and families. Historically, average monthly wages for Laramie County participants rose from \$1,004 before the program to \$2,143 two years after program completion for employed participants.
- Climb will create effective pathways to economic opportunity, including training and individualized services for those with barriers to employment. Climb's comprehensive training phase of the program provides life skills, work readiness skills and addresses barriers to employment through budgeting, relationship development, anger management, parenting, nutrition, advocating for their children, community involvement, prevention strategies and goal setting. The Climb model is a job training and placement program, but other skills are needed, skills that ensure successful relationships on the job and in the home. Each program accesses experts in these various fields to ensure that participant needs are met through local resources. The Climb curriculum drives these tailored life skills activities and other training components.
- Climb offers services to keep children in their homes or in the homes of relatives. The Climb model is a multi-generational, therapeutic and skills-based intervention that moves women toward self-sufficiency through gainful employment. The therapeutic component of Climb aims to help women protect their mental health, raise strong families, and make a generational impact by modeling healthy relationships and career choices. This combination of services allows the single

mothers we serve to overcome their personal barriers to success and make permanent life changes for themselves and their children.

- Climb provides employment, job preparation, and training services. Climb programs include pre-employment skills including job searching techniques, resume writing, interviewing techniques, employee/employer relationships, accepting criticism, and job retention. Climb staff work with the participants to ensure a successful interview process, support the participant during job placement as she practices new skills, and follow up with employers to establish performance evaluations and communication for long-term success. Volunteers donate time as mock interviewers to offer real-life interview practice.
- Climb provides programs and services that include counseling and mentoring. The Climb program provides group and individual counseling by a Wyoming licensed mental health professional. Climb's therapeutic approach creates meaningful relationships in a nurturing learning environment to drive positive, lasting change for families. The therapeutic component of Climb is a key part of the approach that women commit to when joining the program.
- Climb provides parenting skills training. The success of Climb is largely due to these supports provided to women around parenting. A positive parent-child relationship helps kids reach their full potential when living in stressful situations like poverty.
- Climb provides activities to promote parental access and visitation. Climb serves mothers who are working toward reunification with their children. Climb staff play a key role in advocating for site visitation and parental access for participants as they gain stability and move towards self-sufficiency.

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

- In Laramie County, over the past 5 years, Climb has served 150 participants that were on food stamps at intake. Ninety days post program, 78% of the families served showed a decrease in food stamp usage. In the past 5 years, Cheyenne Climb participants have shown a decrease in their usage of public health from 48% before Climb to 26% 90 days post program. In addition, private health care usage increased from 12% before Climb to 52% 90 days post program.
- Climb will provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives. In 2015, Climb Wyoming was recognized as a "Promising Program" by the Center for the Study of Social Policy in a report highlighting innovative strategies for serving the unique needs of young children and their families in rural areas through a multi-generational approach

Climb is helping women like Christina who has 3 children. Before Climb she was earning \$455 per month but after graduating a Cheyenne Climb Administrative Professionals training she was placed as an Ophthalmic Technician earning \$2,253 per month, a 395% increase. In her words, "Before Climb, we were living on food stamps. We had to share a bedroom, and my son was having a lot of behavioral issues. My kids were really proud of me for doing Climb and trying to provide better for them. My son would always say, 'I'm proud of you, mommy.' The training made me feel more confident in my abilities to work outside of the food industry. I brought my daughter to work with me recently and she said, 'Wow mom, you're really smart.' It does make me feel really smart to be able to teach my kids new things. We're now off benefits completely. We're hoping to be able to start buying a house soon and a new car. We have money in the bank, and my son's behavior has gotten a lot better now that we're stable."

2. **Outcomes:** Using the chart below, please identify the measurable outcomes you expect for TANF eligible individuals/families as a result of program implementation in order to meet the above goals? These measurements will be used to evaluate the program's success.

Complete your outcomes for TANF CPI: (additional lines/pages may be added if needed)

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

50% of Climb program graduates who enter the program utilizing food stamps will show a decrease in the dependence on food stamps.	6 of the 12 program graduates who enter the program utilizing food stamps will show a decrease in their dependence on food stamps.	To continue to support the participants, Climb staff members meet with graduates after they finish the program to sustain success in the workplace and family stability.	In order to assess decreasing dependence on government benefits, Climb collects food stamp and childcare data from the Wyoming Department of Family Services.
50% of Climb program graduates who enter the program utilizing public healthcare will show a decrease in the dependence on public healthcare.	3 of the 6 program graduates who enter the program utilizing public healthcare will end their dependence on public healthcare.	To continue to support the participants, Climb staff members meet with graduates after they finish the program to sustain success in the workplace and family stability.	In order to assess decreasing dependence on government benefits, Climb collects healthcare data from the participants through the surveys.
100% of graduates will have received life skills trainings and mental health counseling.	The 30 participants who participate in the Climb program will have received life skills training and mental health counseling.	Climb offers life skills classes as parenting, budgeting, nutrition and more. Climb contracts with a licensed Mental Health Provider at each site and each participant receives individual and group counseling.	Climb staff determine the life skills for each program based on the needs of the participant group. All participants must participate in the mandatory individual and group counseling component of the Climb program.

3. Describe your data collection methods to be used.

Climb has extensive experience collecting data on program participants. Climb's data collection system is designed to respond to the requirements of TANF programs. Staff members track the number of participants who enroll in and complete the program. Climb conducts participant follow-ups at 3-month intervals from program completion to 24 months post program. Climb collects employment data such as place of employment, hours per week and hourly wages as well as participant and child health insurance data. From program end to 12 months, Climb collects this data by Climb staff contacting participants via phone, email or text. From 15-24 months, Climb contracts with the Wyoming Survey and Analysis Center (WYSAC) to conduct the followups via phone and text survey.

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

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

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

Always striving to better understand our impact and continually improve our efforts, Climb evaluates the results of the program quantitatively and qualitatively. Since 2005, Climb has partnered with the Wyoming Survey and Analysis Center to follow participants for two years and verify post-program outcomes.

To measure quantitative impact, staff track the number of participants who acquire employment and changes in hourly wage rates, childcare assistance, food stamps and health care status. Using the outcome data collected from participants enrolled in the program, performance is measured and reported in an annual progress report using the following 1) training completion, 2) increase in the employment rate for participants from pre- to post-program, 3) increase in the average monthly wage for participants from pre- to post-program, 4) decrease in the dependence on food stamps and public healthcare for participants from pre- to post-program. Climb also evaluates the Return on Investment to compare increased participant wages to the cost of the program per participant

Qualitatively, after Climb graduation, participants show improvement in several skills individuals need to manage the challenges of life and work. Some of these skills include sustained attention spans, working memory, planning and organization, emotional control, self-monitoring, task initiation, and cognitive flexibility. Through the therapeutic Climb model, the stress associated with poverty is reduced and the ability to access these executive functioning skills increases. The result may provide a lifetime of benefits for children in single parent households.

Beyond the participant, Climb is strengthening businesses by preparing trained workers to succeed and be productive contributors in the workplace. The Climb Programs work directly with employers to ensure that their training needs are met. The benefits to Laramie County are significant as more families move out of poverty. Some of the community benefits include increased school attendance rates, decreased child behavior problems, improved mental health, decreased substance abuse, decreased use of foster care, increased access to private health insurance, and a decrease in the crime rate. Families that break the cycle then have the ability to become positive role models and contributing members of their communities.

Climb has recently received several awards and honors highlighting the model's effectiveness. Some of these include the following:

- In 2016, Climb was invited to present the latest research, ideas and practices on a webinar focusing on serving low-income young parents for the network of TANF stakeholders and those who work with low-income families.
- In 2016, Kevin Concannon, Undersecretary for Food, Nutrition and Consumer Services for the United States Department of Agriculture, met with Climb staff. "It's one of the best programs in the country," Concannon said of Climb.
- In 2016, after researching over 200 organizations, the Institute for Women's Policy Research selected Climb as 1 of 8 programs across the country that are "using innovative approaches to address key unmet needs among job training participants that could provide useful models for providing services cost effectively".
- Partnership on Mobility from Poverty for her expertise and insight. She joined 30 leading practitioners and policymakers from across the country at the Urban Institute in Washington, DC in an invite-only discussion on implementing and scaling ideas to substantially increase mobility from poverty in the United States.
- In 2018, Dr. Fleming Dineen was invited to Washington, DC to share best practices at a small working roundtable session exploring Two Generational Strategies to Promote Success for Young Adult Families, sponsored by the Annie E. Casey Foundation.

G. TANF Recruitment

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

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

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

Cheyenne Climb will serve 30 single mothers and approximately 60 of their children throughout the year.

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 programs. If a potential participant is utilizing food stamps (SNAP), Climb staff members verify this information with the DFS to confirm TANF eligibility. If the potential participant is not utilizing food stamps (SNAP), Climb staff members verify employment and wages by checking pay stubs or verifying income with the applicant's employer to ensure that household income is less than or equal to 185% of the Federal Poverty Level. Other family income statements such as unemployment stubs, tax returns, or income verification from other applicable family members are also collected and included in documentation. Eligibility is documented in each participant's file and reviewed by a Climb home office employee who is specifically trained in eligibility determination. Any questions about eligibility are directed to the grant administrator prior to a participant's acceptance to Climb. Climb has previously worked directly with the Program Manager to receive approval to tailor the TANF Eligibility Intake Form to gather additional information that Climb requires. The attached Program Application form represents the document.

BUDGET

Instructions:

1. The budget of the program should be described with enough detail that expenditures of funds could be easily reviewed. Preference will be given to programs concentrating on services rather than programs building their administrative structure.
2. List costs of the program including program costs, administrative costs, total costs, and estimated cost per individual/family.
 - a. The Proposer shall submit a proposed budget in line item detail listing each employee's compensation and benefits and each category of expenditure and the proposed amount. The Contractor shall be required to use the invoice form attached to this proposal.
 - b. The budget shall include a narrative of duties of each employee and an explanation of each line item stating the purpose of the expenditures.
 - c. The Proposer shall separate all administrative costs to verify compliance with administrative limitations.
 - d. Administrative expenses shall not exceed 10% of the non-administrative expenses.
1. 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.
2. Program costs are associated with direct service delivery to TANF eligible individuals/families (i.e. salaries, rent). Administrative costs are associated with activities needed to support the program, but are not a direct service to families (i.e. data collection, completion of reports).

Budget:

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

United Way of Laramie County - \$28,250 (awarded)
City of Cheyenne - \$18,000 (awarded)
Daniels Fund - \$20,000 (awarded)
Cross Charitable Foundation - \$5,000 (awarded)
State Farm - \$2,500 (awarded)
TJX Foundation - \$5,000 (will apply)
Walmart Community Giving - \$5,000 (pending)
Etchepare Family Foundation - \$5,000 (awarded)
ANB Bank - \$2,000 (awarded)
Fraternal Order of Eagles #128 - \$2,000 (awarded)
#1 Properties - \$1,500 (awarded)
Dray, Dykeman, Reed and Healy - \$1,000 (awarded)
Bank of the West - \$1,000 (will apply)
First American Title - \$1,000 (awarded)
AT & T - \$1,000 (awarded)
Blue Federal Credit Union - \$1,000 (awarded)
Wells Fargo - \$1,000 (pending)
Capitol Communications - \$1,000 (awarded)

GFWC Women's Civic League - \$1,000 (awarded)

U.S. Bank - \$1,000 (awarded)

Private Donors - \$50,000 (awarded)

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

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

- Impact without Program: 38% of Climb participants are employed at intake earning an average of \$1,066 in monthly wage income. 62% of participants are unemployed at intake earning \$0 per month. Climb participants are making an average wage of \$400 before the program x 12 months = \$4,800 average annual wage.
- Impact from Program: 90 days post program, 81% of graduates are employed and 19% unemployed making \$1,799 in monthly wage income x 12 months = \$21,588.
- Total increase in wages over first year period = \$21,588 – \$4,800 = \$16,788.
- The average decrease in food stamp usage at 90 days post program is \$198 x 12 months = \$2,376.
- Therefore, the **total Return** includes total increased wages of \$16,788 + total savings for reduced food stamp usage of \$2,376 = **\$19,164**.
- The **total Investment** or Cost per Participant is based upon services to 30 newly enrolled participants during the October 2018 to September 2019 grant period costing \$75,000. Cost per participant calculation is $\$75,000 \div 30 = \$2,500$.
- Based on increased wages, decreased food stamps and the cost per participant the **Return on Investment (ROI)** in year one is **7.67 to 1** ($19,164 \div 2,500$).
- Lifetime Return on Investment is based on an average age of participant being 28 and working until age 65 (37 years post program) at an increased wage and decreased food stamps usage of $\$19,164 \times 37 \text{ years} = \$709,068 \div \$2,500 = \mathbf{283.63 \text{ to } 1}$.

Amount Requested from Proposal:

\$75,000

	Program Costs	Administration Costs	Summary and Justification for Budget Expense
Salaries Admin: Activities spent managing the grant. Program: Wages for all staff who provide direct client services.	42,000	5,600	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 (\$50,000 annual salary) is responsible for assisting the Program Director with implementation of all aspects of the Climb program model with a primary focus on program coordination and planning. Two Business Liaisons (\$51,630 and \$52,500 annual salaries) are responsible for establishing relationships with businesses and industries; working with training entities to ensure job-skills training meets industry needs; recruiting employers; facilitating participant work placements; coordinating employer work evaluations; preparing case notes; assisting with the coordination of participant services such as vaccinations, drug tests, work clothing purchases, etc.; and addressing participant work needs as they arise. Program

			Coordinator (\$40,000 annual salary) is responsible for performing tasks required to ensure coordination of the multiple programs happening simultaneously throughout the office. Position is also responsible for efficiency of case management in order to meet the needs of participants, Climb staff members and community agencies. Program Coordinators also develop healthy and effective relationships that support the work of both Climb staff members and Climb participants. Administrative salaries are to support Climb's centralized home office of 5-6 administrative staff that support the entire statewide operations to handle such things as budgeting, grant reporting, financial processing, insurance, auditing, and human resources. The amount reflected on this budget represents an allocation of time spent directly supporting the site as well as this grant.
Employer Paid Benefits Admin: Activities spent managing the grant. Program: Wages for all staff who provide direct client services.	3,000	500	Retirement, health, dental, vision, and life insurance expenses for those employees that participate in Climb's insurance plan. (Program Director \$2,132; Assistant Program Director \$1,541; Business Liaisons \$1,590 and \$10,414; Program Coordinator \$40.80)
Employer Payroll Taxes Admin: Activities spent managing the grant. Program: Wages for all staff who provide direct client services.	4,200	700	Employer paid payroll taxes are estimated at 10% of the salaries budgeted. (Program Director \$6,972; Assistant Program Director \$5,000; Business Liaisons \$5,163 and \$5,250; Program Coordinator \$4,000)
Supplies Admin: Supplies and expenses needed to manage the grant. Program: Supplies needed for instructor use.	170	Click here to enter text.	General office supplies including postage, ink cartridges, paper.
Recruiting and Marketing Cannot include promotional items.	Click here to enter text.	Click here to enter text.	N/A
Travel Travel necessary to serve participants.	Click here to enter text	Click here to enter text.	N/A
Rent and utilities Admin: Rent and utilities for time spent managing the grant. Program: Rent and utilities for space provided to direct services for participants.	7,500	Click here to enter text.	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	Click here to enter text.	Click here to enter text.	N/A
Participant Class Supplies	190	Click here to	Materials to meet needs of participants during

and Materials		enter text.	training and group activities.
Participant License and Certification Fees	Click here to enter text.	Click here to enter text.	N/A
Participant Drug and Aptitude Screening Can include other types of assessments.	Click here to enter text.	Click here to enter text.	N/A
Work Support Services and Clothing	Click here to enter text.	Click here to enter text.	N/A
Participant Wages	Click here to enter text.	Click here to enter text.	N/A
Participant Fringe Benefits	Click here to enter text.	Click here to enter text.	N/A
Participant Incentives	2,000	Click here to enter text.	Incentives earned by participants for completed goals to assist them with living expenses while in training.
Other Student Needs: Mental Health Provider	9,140	Click here to enter text.	Amounts paid to contracted mental health provider for group and individual counseling services.
Sub-Total	68,200	6,800	Total Administrative Costs cannot exceed 10% of your total Program Costs
TOTAL BUDGET (Program + Admin)	75,000		
Number of Individuals Planning to Serve	30		
Cost Per Individual	2,500		

ASSURANCE

In compliance with this grant proposal, as published by the Department of Family Service, and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services described in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

If successful in securing funds for TANF CPI, applicant agrees to the following:

1. Must abide by all rules (if applicable), state, and federal laws applicable to the grant.
2. Must guarantee compliance to federal, state and local fiscal guidelines and reporting requirements applicable to the grant.

Authorized Representative Signature: _____
(County Commissioner Chair)

Printed Name: K.N. Buck Holmes

Date: _____

Assurances must be signed for grant application to be considered.

Part 3. CHECKLIST: CONTENTS OF APPLICATION

Please use this checklist to help assure all grant application components are included in your finished proposal.

- ☒ Cover Sheet
- ☒ Proposal
- ☒ Budget
- ☒ Assurance
- ☒ Other Information
 - ☒ Copy of TANF eligibility intake form to be used by each sub-recipient
 - ☒ Wyoming Secretary of State Registration (if applicable)
 - ☒ Certificate of Good Standing (if applicable)

Quarterly Report and Invoice



Temporary Assistance for Needy Families
Wyoming Department of Family Services

TANF CPI
FFY 19 Quarterly Report and Invoice

County/Tribe:

Reporting Period:

Date:

Attachment B

Contract between Wyoming Department of Family Services
and Laramie County Commissioners

Page 1 of 9

Statistics:

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

Participant name (New Y/N)	# of Children	Program enrollment date	SSN collected (Y/N)	Employed at enrollment (Y/N), hourly wage and # hours worked per week	Government programs utilizing at time of enrollment	Services Provided (i.e. vocational training, education, counseling, mentoring)	Milestones completed prior to service end (i.e. completed parenting classes, achieved a personal goal set)	Program completion date	Completed successfully (Y/N)(reason)	Employment after program completion (Y/N), hourly wage and # hours worked per week	Children remain in the home (Y/N)	Specific Goals met for individual?	Other information to Report?
TOTAL TANF Individuals Served													
TOTAL Individuals Served													
% of TANF to Non-TANF													

Evaluation of Outcomes:

Greater Wyoming Big Brothers Big Sisters:

Outcome	Performance Measure	Activities/Collaborations Conducted to Meet Outcome	Data/Quality Assurance to be Collected to Validate Measurements
80% of youth will improve or maintain positive attitudes in relation to educational success, risk attitudes, and/or socio-emotional competency.	Youth Outcomes Survey		
80% of youth will improve or maintain positive attitudes in relation to parental trust or adult relationships.	Youth Outcomes Survey		

Boys and Girls Club:

Outcome	Measurement	Activities to Accomplish Outcome	Data/Quality Assurance to be Collected to Validate Measurements
Identify 60 TANF eligible youth	Utilize TANF intake form to screen potential scholarship applicants.	Click here to enter text.	Click here to enter text.
Youth participate at least 52 times per year.	We will utilize our member tracking system to record Club attendance throughout the year.	Click here to enter text.	Click here to enter text.
Youth participate in age-appropriate programs which fit TANF goals.	We will utilize our member tracking system to record activity participation among TANF participating members specifically.		
Youth achieve academic success	Academic success is tracked through grade monitoring, which we work with parents and LCSD1 to do.		

Climb Wyoming:

Outcome	Measurement	Activities to Accomplish Outcome	Data/Quality Assurance to be Collected to Validate Measurements
80% of Climb participants who enter a program will successfully complete it.	24 of the 30 participants who enter the program will successfully complete it.	Click here to enter text.	Click here to enter text.
70% of Climb program graduates will be employed after program completion.	17 of these program graduates will be employed one year after program completion	Click here to enter text.	Click here to enter text.
The target wage post-program will be a wage that moves participants towards self-sufficiency based on the Wyoming Self Sufficiency Standard.	17 program graduates will be earning a wage that moves them towards self-sufficiency based on the Wyoming Self Sufficiency Standard.	Click here to enter text.	Click here to enter text.
50% of Climb program graduates who enter the program utilizing food stamps will show a decrease in the dependence on food stamps.	6 of the 12 program graduates who enter the program utilizing food stamps will show a decrease in their dependence on food stamps.		
50% of Climb program graduates who enter the program utilizing public healthcare will show a decrease in the dependence on public healthcare.	3 of the 6 program graduates who enter the program utilizing public healthcare will end their dependence on public healthcare.		
100% of graduates will have received life skills trainings and mental health counseling.	The 30 participants who participate in the Climb program will have received life skills training and mental health counseling.		

Wyoming Family Home Ownership Program/My Front Door:

Outcome	Performance Measure	Activities/Collaborations Conducted to Meet Outcome	Data/Quality Assurance to be Collected to Validate Measurements
New participant selection	Enroll 10 new families in each county		
Families will complete a 12 session financial literacy class	90% (18) of new families will complete financial literacy classes		
Families will save for a down payment on a home	32 participants (85%) of all participants (18 current and 20 new in Laramie County) will maintain a separate savings account		
Families will engage in credit building and credit repair activities and address credit scores and debt to income ratios.	32 or more participants (85%), will be actively working to improving credit scores (to 640 or higher) and debt-to-income ratios (ideal is 41% or less).		
Families will attend at least two quarterly leadership and development trainings per year based on My Front Door family surveys.	38 individuals (100% of TANF eligible enrolled families) will attend 2 or more (50%) trainings offered on topics that promote economic, educational, and social stability		
Families will become homeowners	10 program families will become homeowners each calendar year		
Families will maintain successful home ownership for five years	30 of homeowners (80%) will maintain ownership of the home for 5 years.		
Families will maintain or improve the value of the purchased home	38 participants (100%), will maintain or improve the value of the purchased home once purchased		
Families will set quarterly goal, to be self-assessed at quarterly family visits.	34 enrolled individuals (90% of TANF eligible families) will engage in quarterly family		

Attachment B

**Contract between Wyoming Department of Family Services
and Laramie County Commissioners**

	visits and complete self-assessment and set economic, educational and family strengthening goals.		
Families will learn and practice SMART goal setting skills (specific, measurable, attainable, relevant, and timely) to establish and maintain family stability.	34 or 90% of enrolled TANF eligible participants will learn and practice SMART goal setting skills during at least 3 of the 4 (75%) quarterly family visits and goal setting sessions to establish and maintain family stability.		
Families will achieve self-sufficiency.	Within 2 years of achieving home ownership, 70% of families will be transitioning off of supportive emergency social services.		
Engage a student advocate for financial preparedness classes.	1 successful alumni of the program will be engaged as a student advocate for each of the financial preparedness classes, and will serve as a mentor and role model for new families.		
Grant has been awarded from Grounded Solutions program, to begin the process required for establishing a Community Land Trust.	Begin Phase 1 (of 2 phase program) for establishing a Community Land Trust with Grounded Solutions.		

Successes and Challenges:

Please share quarterly successes and challenges.

Quarterly Invoice: Laramie County Commissioners

Submit To:
Georgia Auch
georgia.auch1@wyo.gov

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

	Program Costs	Admin. Costs	YTD Program	YTD Admin	Program Budget	Admin Budget
Salaries						
GWBBBS					\$6,040.00	\$708.00
BGC					\$30,190.00	\$3,015.00
Climb					\$24,774.00	\$3,303.00
WFHOP					\$9,872.00	
Employer Paid Benefits						
BGC					\$1,000.00	\$100.00
Climb					\$1,770.00	\$295.00
Employer Payroll Taxes						
GWBBBS					\$823.00	\$97.00
BGC					\$3,034.00	\$301.00
Climb					\$2,477.00	\$414.00
Supplies						
Climb					\$100.00	
Recruiting and Marketing						
Travel						
Rent and Utilities						
GWBBBS					\$1,180.00	
BGC					\$6,000.00	\$600.00
Climb					\$4,424.00	
WFHOP					\$4,800.00	
Participant Tuition and Class Fees						
Participant Class Supplies and Materials						
Climb					\$112.00	
Participant License and Certification Fees						
Participant Drug and Aptitude Screening						
Work Support Services and Clothing						
Participant Wages						
Participant Fringe Benefits						

Participant Incentives & Expenses						
Climb					\$1,180.00	
Other Participant Needs						
Climb Mental Health Provider					\$5,391.00	
Sub-Totals	0.00	0.00	0.00	0.00	\$103,167.00	\$8,833.00
TOTAL (Program + Admin)					\$112,000.00 GWBBBS = \$44,240.00 BGC = \$8,848.00 Climb = \$44,240.00 WFHOP = \$14,672.00	
Number of Participants Served					GWBBBS = 15 BGC = 36 Climb = 30 WFHOP = 38	
Cost Per Participant					GWBBBS = \$589.87 BGC = \$1,229.00 Climb = \$1,474.67 WFHOP = \$386.10	

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

1. **Parties.** The parties to this Contract are Wyoming Department of Family Services (Agency), whose address is: 2300 Capitol Avenue, Third Floor, Hathaway Building, Cheyenne, Wyoming 82002, and Laramie County Commissioners (Contractor), whose address is: 309 W. 20th Street, Suite 3100 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 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, 2018 or Effective Date, whichever is later, through September 30, 2019. 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-twelve thousand dollars (\$112,000.00). Payment shall be made quarterly. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.
 - B. No payment shall be made for work performed before the Effective Date of this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of Agency. The federal source of funding is TANF, CFDA #93.558.
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. A TANF Eligibility Intake Form shall be completed for each family being billed under this Contract;

- D. Bill the Agency for funding quarterly. The Contractor shall only bill for services provided to TANF eligible families. The quarterly invoice in Attachment B, which is attached to and incorporated into this Contract by this reference, shall be used when submitting quarterly invoices.
- E. Limit the administrative costs at 10% of the program costs per invoice submission;
- F. Provide quarterly program performance reports. 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 the month;
- H. Submit the Year End Report summarizing the entire year no later than thirty (30) days after the term of the Contract;
- I. Not use funds to purchase non-tangible assets or to purchase or lease equipment. Leased equipment includes the rental of equipment for any period of time;
- J. Not use funds to provide cash, check(s) payable directly to the individual(s), or credit card company gift cards served by the program; and
- K. Obtain prior approval from the Agency for all budget changes which deviate from the submitted budget in Attachment A.

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

- A. Pay Contractor in accordance with Section 4 above;
- B. Instruct Contractor on eligibility for TANF funding;
- C. Monitor quarterly invoices and performance reports for accuracy and to ensure they meet the requirements of TANF and this Contract; and
- D. Monitor Contractor's efforts in securing other funding to ensure the program is sustainable after the funding period.

7. **Special Provisions.**

- A. **Assumption of Risk.** The Contractor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Contractor's failure to comply with state or federal requirements. The Agency shall notify the Contractor of any state or federal determination of noncompliance.
- B. **Environmental Policy Acts.** Contractor agrees all activities under this Contract

will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

- C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Contract may be terminated without penalty if a private entity that receives funds under this Contract:
- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- D. **Kickbacks.** Contractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Contractor breaches or violates this warranty, Agency may, at its discretion, terminate this Contract without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- E. **Limitations on Lobbying Activities.** By signing this Contract, Contractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Contractor or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- F. **Monitoring Activities.** Agency shall have the right to monitor all activities related to this Contract that are performed by Contractor or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe personnel in every phase of performance of Contract related work.
- 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.** Subrecipient 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.** Subrecipient 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 Subrecipient purchases ownership using funds awarded under this Contract. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.
- M. Federal Audit Requirements.** Subrecipient 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. Subrecipient 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, Subrecipient 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.** Subrecipient 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. Subrecipient 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.** Subrecipient 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. Certificate of Good Standing.** The Contractor shall provide to the Agency a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Contractor is authorized to conduct business in the State of Wyoming, if required, before performing work under this Contract. Contractor shall ensure that annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Contract.
- H. Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Contract.
- I. Confidentiality of Information.** Except where disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by the Agency for its release. If and when Contractor receives a request for information subject to this Contract, Contractor shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- J. Entirety of Contract.** This Contract, consisting of ten (10) pages; Attachment A, Program Description, consisting of fifty nine (59) pages; and Attachment B, TANF CPI Quarterly Report and Invoice, consisting of nine (9) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- K. Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Contractor's profession.

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

- R. **Patent or Copyright Protection.** The Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Contractor or its subcontractors will violate any such restriction. The Contractor shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- S. **Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- T. **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.
- U. **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.
- V. **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.
- W. **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.
- X. **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.

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

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

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

AGENCY:

Wyoming Department of Family Services

Thomas O. Forslund, Director

Date

Korin A. Schmidt, Interim Senior Administrator

Date

CONTRACTOR:

Laramie County Commissioners

Buck Holmes, County Commissioner Chair

Date

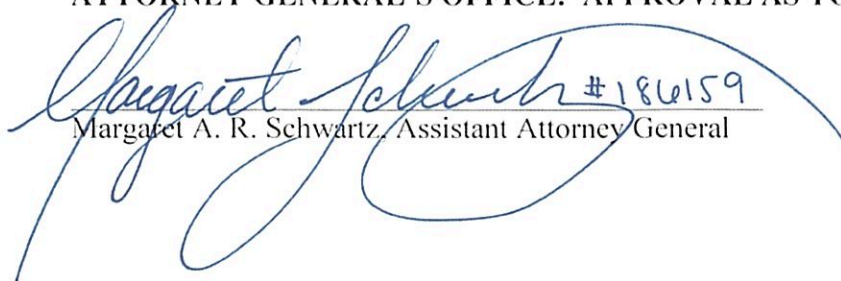
ATTEST:

Laramie County Clerk

Debra Lee, County Clerk

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM


Margaret A. R. Schwartz, Assistant Attorney General

Aug. 14, 2018
Date