

**WYOMING DEPARTMENT OF FAMILY SERVICES SUBGRANTEE AGREEMENT
BETWEEN LARAMIE COUNTY AND GREATER WYOMING BIG BROTHERS BIG
SISTERS PROGRAM.**

THIS WYOMING DEPARTMENT OF FAMILY SERVICES TEMPORARY ASSISTANCE FOR NEEDY FAMILIES SUBGRANTEE AGREEMENT ("Grant Agreement") (CFDA # 93.558) is made between Laramie County, State of Wyoming ("COUNTY"), whose address is 310 West 19th Street, Cheyenne, Wyoming 82001, and the Greater Wyoming Big Brothers Big Sisters (SUBGRANTEE), whose physical address is 5917 Sunset Drive, Cheyenne, Wyoming 82009. In consideration of the promises and covenants set forth below, the parties agree as follows:

- 1) **Purpose of Grant Agreement.** COUNTY shall provide Wyoming Department of Family Services Temporary Assistance for Needy Families (TANF) grant funds to SUBGRANTEE in the amount set forth in Section 3, and SUBGRANTEE shall undertake and complete materials, projects and/or services (collectively, the "Project") described in Attachment A attached hereto. Performance by SUBGRANTEE of the requirements of this Grant Agreement and compliance with all TANF program rules and regulations is a condition to SUBGRANTEE'S receipt of monies hereunder.
- 2) **Term of Grant Agreement and Required Approvals.** This Grant Agreement is not effective until all parties have executed it and all required approvals have been granted. The term of the Grant Agreement is from October 1, 2019 through September 30, 2020 ("Term"); The Project shall be completed during the Term.
- 3) **Payment.** COUNTY agrees to grant monies to SUBGRANTEE for performance of the Project, as invoices are submitted for work done in connection with the Project, completed in accordance with the requirements of this Agreement. The total payment to GRANTTEE under this Grant Agreement shall not exceed \$8,000 ("Grant Award"). Payment will be made following SUBGRANTEE'S delivery to COUNTY of quarterly invoices detailing services performed in connection with the Project in a form satisfactory to COUNTY.
- 4) **Responsibilities of Grantee Regarding the Project.** In undertaking and completing the Project, the SUBGRANTEE further agrees as follows:
 - a) **Professional Services.** The SUBGRANTEE agrees to perform all aspects of the Project in a professional manner and in accordance with the degree of care, competence and skills that would be exercised by a SUBGRANTEE under similar circumstances, to the satisfaction of the COUNTY.
 - b) **Procurement and Administrative Regulations.** SUBGRANTEE agrees to comply with federal procurement and administrative regulations as stated in 2 C.F.R. § 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations: as enacted in regulations by the U.S. Department of Health and Human Services.

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

challenges and performance measures as defined in Attachment B. SUBGRANTEE shall likewise furnish COUNTY with a cumulative financial statement, reflecting total expenditures pursuant to this Grant Agreement.

- h) Suspension and Debarment. By signing this agreement, SUBGRANTEE certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this agreement suspended, debarred or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549(Debarment and Suspension) and CFR 44 Part 17, or are on the disbarred vendors list. Further, SUBGRANTEE agrees to notify agency by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this agreement.
- i) Federal Audit Requirements. SUBGRANTEE agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. SUBGRANTEE agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits and States, Local Governments, and Non-Profit Organizations. If findings are made which cover any part of this award, SUBGRANTEE shall provide one copy of the audit report to COUNTY and require the release of the audit report by its auditor to be held until adjusting entries are disclosed and made to COUNTY records.
- 5) Responsibilities of County. COUNTY will, at its discretion, assist in providing SUBGRANTEE access to information, including without limitation providing SUBGRANTEE with information concerning TANF program requirements, rules and regulations and other statutes and regulations referred to herein, and will cooperate with SUBGRANTEE whenever possible. COUNTY shall have no obligations, other than those specifically set forth herein, regarding the Project or its performance.
- 6) Special Provisions.
 - a) Limitation on Payments. COUNTY's obligation to pay SUBGRANTEE for Project activities rendered pursuant to this Grant Agreement is conditioned upon the availability of state or federal government funds that are allocated to pay SUBGRANTEE hereunder. If grant agreement monies are not allocated and available for COUNTY to pay SUBGRANTEE for the performance of the Project, COUNTY may terminate this Grant Agreement at any time in its discretion without further liability or obligation hereunder.

COUNTY shall notify SUBGRANTEE at the earliest possible time if this Grant Agreement will or may be affected by a shortage or unavailability of funds. No liability shall accrue to COUNTY in the event termination of this Grant Agreement occurs or this Grant Agreement is affected in any other way by a lack of funds. COUNTY shall not be obligated or liable for any future payments due or promised hereunder or for any damages to SUBGRANTEE or any other person or entity as a result of termination under this section.

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

h) Reducing, withdrawing, or adjusting the amount of the Grant.

8) General Provisions.

- a) Amendments. Any changes, modifications, revisions or amendments to this Grant Agreement which are mutually agreed upon in writing by the parties hereto shall be incorporated by written instrument, signed by all parties to this Grant Agreement.
- b) Applicable Law/Venue. The construction, interpretation and enforcement of this Grant Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Grant Agreement and the parties, and the exclusive venue for any action shall be in the First Judicial District, Laramie County, Wyoming.
- c) Assignment. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant Agreement without the prior written consent of the other party. In the event there is a sub-grant(s) under this Grant Agreement, SUBGRANTEE shall include all of the provisions of this Grant Agreement in every sub-grant agreement awarded and shall make such provisions binding on each sub-grantee as if it were the SUBGRANTEE hereunder. SUBGRANTEE shall not use this Grant Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of COUNTY.
- d) Assumption of Risk. SUBGRANTEE shall be responsible for any loss of state or federal funding, either administrative or program dollars, due to SUBGRANTEE's failure to comply with this Agreement and all state or federal TANF requirements. COUNTY shall notify SUBGRANTEE of any state or federal determination of noncompliance.
- e) Attorneys' Fees. If COUNTY has to enforce this Grant Agreement as a result of a default in the performance of this Grant Agreement, COUNTY shall be entitled to its reasonable attorneys' fees and costs incurred in such enforcement.
- f) Confidentiality of Information: The SUBGRANTEE acknowledges that information it may receive or have access to as a result of its performance under this agreement may be confidential. SUBGRANTEE agrees that it shall comply with all applicable 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 State & Federal laws and regulations are met.
- g) Conflict of Interest: The SUBGRANTEE and COUNTY confirm that, to their knowledge, no COUNTY employee has any personal or beneficial interest whatsoever in the services described herein. No staff member of the SUBGRANTEE, compensated

either partially or wholly with funds from this Agreement, shall engage in any conduct or activity that would constitute a conflict of interest relative to this Agreement.

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

tribunals having any jurisdiction or authority which may, in any manner, affect the duties and responsibilities to be performed by SUBGRANTEE under the terms and conditions of this Grant Agreement.

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

- 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: _____
Linda Heath, Chairman
Laramie County Commissioners

Date: _____

By: _____
Debra Lee, Laramie County Clerk

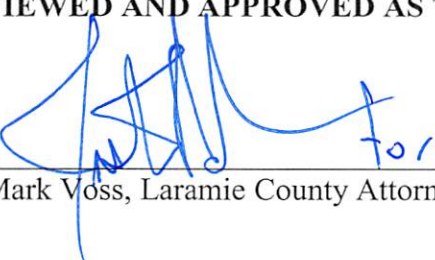
Date: _____

GREATER WYOMING BIG BROTHERS BIG SISTERS

By: 

Date: 9/17/19

REVIEWED AND APPROVED AS TO FORM ONLY

By: 

Mark Voss, Laramie County Attorney

Date: 9/30/19

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: Steve Hamaker
Lead organization: Greater Wyoming Big Brothers Big Sisters
Address: 1010 S 6th Street, Laramie, WY 82070
Phone: 307-742-2227
Fax:
Email: steve@wyobbbs.org

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

Name: Catherine Fuller
Title: Community Engagement Director
Organization: Greater Wyoming Big Brothers Big Sisters
Address: 1603 Capitol Avenue, Suite 510, Cheyenne, Wyoming 82001
Phone: 307-514-3383
Email: catherine@wyobbbs.org

4. Program Name: Greater Wyoming Big Brothers Big Sisters, Laramie County
5. Requested Amount: \$8,000
6. Authorized Representative: Linda Heath, Chairman
County Commissioner Chair

Date: April 23, 2019

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

PROPOSAL

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

GWBBBS proposes providing one-to-one and small group mentoring programming for youth ages 5-16 and quarterly family engagement activities to provide assistance to at-risk families so that children may be cared for in their own homes. Our agency is grounded in the philosophy that positive outcomes occur from building strong, trusting relationships with families served. Children may be removed from their homes because of parental arrests or criminal charges, mental health issues, divorce, trauma and crisis, alcohol or drug abuse, domestic violence, or child maltreatment. Through the last 48 years GWBBBS has provided programming in Wyoming, the agency has encountered and worked closely with families experiencing the above situations. Currently, 62% of youth served by GWBBBS in Laramie County meet or exceed poverty levels and more than half of the youth served live with single parents, grandparents or foster parents.

GWBBBS proposes providing programming to both youth in one-to-one mentoring as well as Progressive Youth (PY). Both programs provide case management for youth and their families. For youth in one-to-one mentoring matches, case management is provided on a monthly basis, and includes an assessment of child growth and development, as well as child safety. Progressive Youth participants receive at least weekly case management, including academic monitoring and assistance and goals monitoring. Case managers also provide small group activities, including meaningful community service, life skills practice, positive recreation. In small group mentoring settings, case managers provide guidance in interactions to promote positive peer relationships and engaging interactions utilizing community resources. One to one mentoring can also be provided in tandem with PY services.

GWBBBS is in a unique position to be able to connect with families in a trusting, non-intrusive way. Families can feel apprehensive about receiving services due to the perceived stigma or fear of negative consequences. As staff builds trusting relationships with youth and their families, staff are able to assess risk factors and can help families connect to partnering agencies and receive services before situations become so disruptive that a child is removed from their home. GWBBBS is able to provide referrals to community resources and improve family connections and interactions with school personnel, counselors, and court systems.

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

3. Area(s) served.

Laramie County

3. Population served.

Greater Wyoming Big Brothers Big Sisters will serve all interested income-eligible youth ages 5-16, as well as their families, who are at-risk for not being able to care for their children in their home or in the home of relatives.

4. Beginning and end date of program.

October 1, 2019 to September 30, 2020

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

Programming is offered year round. Once screened and enrolled, youth and their mentors meet approximately once a week for about two to three hours at a mutually agreed upon time and location in the community. If youth are involved in site-based mentoring, they meet with their mentor at the same time and same location—often a school—each week. PY youth are involved in programming about once a week, if not more frequently. Case managers contact both volunteers and families at least once a month to evaluate relationship development, assess child safety, and document youth development. Family engagement activities are hosted at least quarterly and provide opportunities for families to increase parental knowledge, grow community and social connections, and strengthen family bonds and resilience. Higher-risk families can be paired with trained care coordinators as times of need emerge to create a system of natural supports through professional networks and systematic case management.

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.

2016 Prevention Needs Assessment data for the state of Wyoming indicates that almost one in four (22.54%) of youth indicate they do not have someone at school they can talk to about their problems. State level data also indicates that 44% of 6th graders and 41% of 8th graders are engaging in sensation seeking behavior, 45% of 10th graders indicated parents' favorable attitudes towards anti-social behavior, and 55% of 12th graders indicated parents' favorable attitudes towards drug use.

Data from the 2017 Wyoming UCF indicates that Laramie County had 212 incidents of domestic violence, accounting for 9% of the incidents in the state of Wyoming. There were 715 juvenile citations in 2017, with 193 citations for substance abuse and 53 citations for underage alcohol consumption. Finally, census data indicates that of the 32% of those families were single parent households, exceeding the state average of 28%.

GWBBBS seeks to provide a positive role model for income eligible youth, especially those with risk factors such as living in a single parent household, poor family management, or other family risk factors. Many families would qualify for TANF; data from the school districts indicates that this year 40.5% of Laramie SD#1 students receive a free or reduced price lunch. In 2017, 66% of GWBBBS youth were living at or below poverty thresholds.

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

One in four Wyoming youth reported they did not have an adult they can talk to according to the 2016 PNA Survey results. GWBBBS would be providing a positive role model for TANF eligible at-

risk youth in Laramie County. The program would also be closely working with families, providing monthly case management to assess family strengths and needs, hosting quarterly family engagement activities, connecting families with local resources, and serving as an advocate for families during times of need. Through the strong relationships formed between the agency and family, BBBS is able to reach these families as a natural extension of the free mentoring services provided to youth. This unique approach may allow BBBS to reach families that may not be receiving services elsewhere due to fear, embarrassment, or lack of knowledge of services. GWBBBS can refer families as needed to services through community partners and organizations in order to increase opportunities for success.

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

Big Brothers Big Sisters youth mentoring has been endorsed as a Legacy Best Practice prevention program by US Department of Health and Human Services Substance Abuse Mental Health Services Administration (SAMHSA), an Effective program by the Office of Juvenile Justice and Delinquency Prevention (OJJDP) and the US Department of Justice National Institute of Justice (NIJ), and is listed as Promising in the Blueprints for Youth Development matrix.

Mentoring and relationship building is at the center of all the services the agency provides. Mentoring is a catalyst in the complex formula of variables yielding in positive youth outcomes, often impacting more than one developmental area, as well as hard and soft skills (DuBois et al, 2011). Youth in mentoring relationships experience “teachable moments” when mentors expose them to new experiences or challenge youth to expand or refine their already existing skills. Positive attitudes about learning also transcend to academic settings, allowing impacting academic curiosity, motivation, and performance. In a meta-analysis of 73 different evaluations of mentoring programs, mentors can “help shift youth’s conception of both their current and future identity” (DuBois et al., 2011). Multiple studies indicate that mentoring benefits high-risk youth in a variety of ways, including reductions in recidivism, social conflicts, depression, and substance abuse (DuBois et al, 2011; MacArthur, Higgenbotham, & Ho, 2013; Herrera et al, 2013). Mentoring can change also the perspective of the youth about the usefulness of community’s resources and the importance of community and school to the youth (National Dropout Prevention Center, 2013). Youth in BBBS programs can engage in positive socialization, feel secure, be listened to, and be validated by an adult other than their parents.

Families with risk factors such poverty, functioning with one parent, and coping with other stresses can form a trusting, secure relationship with GWBBBS that allows for growth and increased family resilience. A 2017 study by Ridings, Beasley, & Silovsky indicates that social support and family resources are “pivotal protective factors in buffering against child maltreatment.”

C. Community Partnerships

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

The Laramie County Branch of GWBBBS has a community resource committee to advise the organization of community needs and opportunities. Additionally, GWBBBS works closely with community partners. In the last year, partnerships have allowed for increased community awareness about programming and opportunities, as well as collaboration in recruiting youth, families, and volunteers.

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
Healthy Behaviors Action Team of Laramie County Community Partnership	Outreach, connections to community organizations that provide services
Cheyenne YMCA	Activities space, referrals, membership benefits for youth in BBBS
Healthy Youth Action Team (a committee of Laramie County Community Partnership)	Outreach, connections to community organizations that provide services, volunteers for Gear-Up events through Healthy Youth Action Team
Laramie County 4-H	Outreach, youth activities, participation in their events
Afflerbach School	Site based mentoring, referrals
Salvation Army	Outreach through food truck and food drives; scholarship for summer camp
Grace for 2 Brothers	Outreach through Stop Suicide Cheyenne committee, volunteering and referrals, resources through the Wyoming free crisis text line.
Laramie County Prevention of Alcohol Problems	Outreach and collaborative efforts to reduce binge and underage drinking in Laramie County.
Laramie County Community Library	Community meeting space for Lunch and Learn in March. Representatives from Uplift, Job Corp., and Special Friends attended.
ASK Afterschool Alliance	Site based mentoring, referrals
Strong Families, Strong Wyoming	Training for case managers to facilitate healthy relationships

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

GWBBBS continuously works to diversify funding for the most sustainable future. The agency receives state grants, funding from local government entities, and foundation grants. In addition to grants, the agency has been working to increase private donations. The agency has been working on cultivating donor relationships in order to secure long term giving and has had some success as a result of these relationships. The process is designed to show results over time and the agency plans to continue donor cultivation and stewardship over time in order to continue to diversify its funding.

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 goals of GWBBBS will be to provide 30 eligible youth with one to one mentoring and host at least one family engagement activity each quarter.

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
<i>For youth in one-to-one mentoring programming</i>			
80% of youth will improve or maintain positive attitudes in relation to educational success, risk attitudes, and/or socio-emotional competency.	Youth Outcomes Survey	<i>One to one mentoring activities—youth and volunteers meet approximately once a week for 6 months (site based mentoring) or 12 months (community based mentoring)</i>	Baseline and follow-up (at 6 months for site based mentoring or at 12 months for community based mentoring)
80% of youth will improve or maintain positive attitudes in relation to parental trust or adult relationships.	Youth Outcomes Survey	<i>Quarterly family engagement activities.</i>	Baseline and follow-up (at 6 months for site based mentoring or at 12 months for community based mentoring)
<i>For youth in Progressive Youth:</i>			
There will be a 10% gain in SAYO results relating to engagement in learning, problem solving skills, or initiative	SAYO	<i>Youth Mentoring, Academic Assistance, Positive Recreation</i>	Baseline and follow-up SAYO

3. Describe your data collection methods to be used.

GWBBBS will utilize a nationally developed measuring tool called the Youth Outcomes Survey (YOS) to measure outcomes and program effectiveness. The YOS measures improvements in the following areas: school connectedness, social competence, family connections, special adult, risky

behaviors, depressive symptoms, life satisfaction, emotion regulation, and protective behaviors. These measurements are linked to three overall strategic outcomes selected by Big Brothers Big Sisters on a national level: educational success, avoidance/reduction of risky behaviors, and socio-emotional competence. The YOS was developed and tested by top mentoring researchers in 2007 and 2008 and was implemented by BBBS agencies in 2009; a revised version was released in 2019.

Surveys are administered to children upon enrollment in a program and then again after children have been in the program for a year. The first survey gives a baseline for each child and will allow for a comparison with results from the second survey. Staff compliance rates for administering the YOS are closely supervised on a national level by Big Brother Big Sister of America. Staff understand the results are crucial to the agency in order to determine the effectiveness of the programs and in order to be able to provide a deeper level of accountability to funders.

PY staff will utilize the nationally developed Survey of Academic and Youth Outcomes (SAYO) which measures eight outcome areas that research suggests are linked to long-term positive development and academic and life success. Areas assessed include relationships with adults, problem solving, and initiative. The SAYO is adaptable; programs collect data on the outcomes aligned with their goals and practices in an easy to use pre- and post-test that demonstrates changes and gains made over the course of the year.

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

GWBBBS will evaluate the effectiveness of the TANF program through the results of the Youth Outcomes Survey and SAYOs. However, since these results are only available 6 to 12 months after the baseline is completed, case managers keep detailed notes during monthly contact with families and volunteers. Case managers also create a youth development plan and can incorporate family goals as well. During the period between the baseline and follow-up survey, case managers can mark individual and family progress, determine if any goals should be modified or newly set, and provide support and encouragement as families and youth make progress.

G. TANF Recruitment

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

GWBBBS works closely with school teachers and staff, community counselors and therapists, and other community organizations to connect with at-risk youth and families. The agency also recruits youth and families at community events.

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

GWBBBS anticipates serving 30 youth.

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?

TANF income information is gathered during the youth and family enrollment process by case managers. Families complete a registration form, which includes income data and the number of adults and children in the household; intake also includes a family assessment, where risk factors are evaluated. Upon completion of the enrollment processes, case managers designate vetted youth and families as TANF verified in the GWBBBS secure, online database, where monthly/quarterly reports are generated for accurate reporting. Copies of completed forms are secured in locked filing cabinets.

BUDGET

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*)

Department of Family Services
Laramie County

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

The exact value of prevention is difficult to measure, but it is easy to consider how the investment of a relatively small amount of funds early can save thousands in intervention services later. At an anticipated cost of approximately \$1,000 per youth/family served, the proposed program is much less expensive than most traditional approaches.

- Functional Family Therapy (A short-term family therapy intervention and juvenile diversion program helping at-risk children and delinquent youth to overcome adolescent behavior problems, conduct disorder, substance abuse and delinquency) is estimated at \$2,800 (blueprintsprogram.org).
- 2014 data indicates the Wyoming Girls' School costs \$261 per day based on an operating capacity of 64 girls and the Wyoming Boys' School costs \$222 per day based on an operating capacity of 100 (Justice Policy Institute).
- Wyoming foster care costs for children in the same age groups served by GWBBBS range from \$859-\$941 per month (Ahn, DePanfilis, Frick, & Barth, 2018).

These costs are significantly higher than the average of \$1,000 per family per year it would cost the GWBBBS program.

A research brief from Mentor.org indicated that for every dollar invested in effective mentoring programs, there is a return of \$2.72. This positive return on investment reflects projected increases in lifetime earnings, as well as dollars saved through

evidence-based mentoring-related outcomes, such as reduced juvenile delinquency and crime, improved school attendance, higher graduation rates, and lowered risk of youth involvement in costly behaviors such as drug, alcohol, and tobacco use.

Amount Requested from Proposal:

\$5,000

	Program Costs	Admin Costs	Summary and Justification for Budget Expense
Salaries <u>Admin:</u> Activities spent managing the grant. <u>Program:</u> Wages for all staff who provide direct client services.	\$5,272	\$640	BBBS duties include: family and volunteer recruitment and identification, enrollment and screening, assessment, matching, match supervision and support, case management, planning and coordination of small group mentoring, planning and implementation of family engagement activities, and coordination with community partners
Employer Paid Benefits <u>Admin:</u> Activities spent managing the grant. <u>Program:</u> Wages for all staff who provide direct client services.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Employer Payroll Taxes <u>Admin:</u> Activities spent managing the grant. <u>Program:</u> Wages for all staff who provide direct client services.	\$720	\$88	FICA, Unemployment, & Workers Compensation
Supplies <u>Admin:</u> Supplies and expenses needed to manage the grant. <u>Program:</u> Supplies needed for instructor use.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Recruiting and Marketing Cannot include promotional items.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Travel Travel necessary to serve participants.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Rent and utilities <u>Admin:</u> Rent and utilities for time spent managing the grant. <u>Program:</u> Rent and utilities for space provided to direct services for participants.	\$1,280	Click here to enter text.	Percentage of rent for case management offices and confidential interview space

Participant Tuition and Class Fees	Click here to enter text.	Click here to enter text.	Click here to enter text.
Participant Class Supplies and Materials	Click here to enter text.	Click here to enter text.	Click here to enter text.
Participant License and Certification Fees	Click here to enter text.	Click here to enter text.	Click here to enter text.
Participant Drug and Aptitude Screening Can include other types of assessments.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Work Support Services and Clothing	Click here to enter text.	Click here to enter text.	Click here to enter text.
Participant Wages	Click here to enter text.	Click here to enter text.	Click here to enter text.
Participant Fringe Benefits	Click here to enter text.	Click here to enter text.	Click here to enter text.
Participant Incentives	Click here to enter text.	Click here to enter text.	Click here to enter text.
Other Student Needs: Description -	Click here to enter text.	Click here to enter text.	Click here to enter text.
Sub-Total	\$7,272	\$728	Total Administrative Costs cannot exceed 10% of your total <u>Program</u> Costs
TOTAL BUDGET (Program + Admin)	\$8,000		
Number of TANF Participants Planning to Serve	8		
Cost Per TANF Participants	\$1,000		

Quarterly Report and Invoice



Temporary Assistance for Needy Families
Wyoming Department of Family Services

TANF CPI
FFY20 Quarterly Report and Invoice

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

Statistics:

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

[illegible]

Evaluation of Outcomes:

Greater Wyoming Big Brothers Big Sisters:

Outcome	Measurement	Activities to Accomplish Outcome	Data/Quality Assurance to be Collected to Validate Measurements
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For youth in one-to-one mentoring programming

80% of youth will improve or maintain positive attitudes in relation to educational success, risk attitudes, and/or socio-emotional competency.	Youth Outcomes Survey		
80% of youth will improve or maintain positive attitudes in relation to parental trust or adult relationships.	Youth Outcomes Survey		

For youth in Progressive Youth:

There will be a 10% gain in SAVO results relating to engagement in learning, problem solving skills, or initiative	SAVO		
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Boys and Girls Clubs:

Outcome	Measurement	Activities to Accomplish Outcome	Data/Quality Assurance to be Collected to Validate Measurements
Identify 34 TANF eligible youth	Utilize TANF intake form to screen potential scholarship applicants.	Click here to enter text.	Click here to enter text.
Youth participates at least 62 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 participates in age-appropriate programs which fit TANF goals.	We will utilize our member tracking system to record TANF participation among members specifically.		

Youth achieve academic success	Academic success is tracked through grade monitoring, which we work with parents and LCSD1 to do.		
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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.		
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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
<i>Completion of Phase I; low to moderate income participants complete a 12-week financial literacy course</i>	<i>100% of Families that enroll will complete Phase I</i>		
<i>Completion of Phase II; participants establish and maintain a home savings account</i>	<i>60% of those that completed Phase I will move into Phase II.</i>		

Successes and Challenges:
Please share quarterly successes and challenge

Quarterly Invoice: Laramie County Commissioners

Submit To:

Georgia Auch
georgia.auch1@wyo.gov

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

Submitted on _____

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

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

1. **Parties.** The parties to this Contract are the Wyoming Department of Family Services (Agency), whose address is: 2300 Capitol Avenue, Third Floor, Hathaway Building, Cheyenne, Wyoming 82002, and the Laramie County Commissioners (Contractor), whose address is: 310 West 19th Street, Suite 300, Cheyenne, Wyoming 82003
2. **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, 2019 or the Effective Date, whichever is later, through September 30, 2020. All services shall be completed during this term.
4. **Payment.**
 - A. The Agency agrees to pay the Contractor for the services described in Section 5, below, and in Attachment A. Total payment under this Contract shall not exceed one hundred twenty thousand dollars (\$120,000.00). Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.
 - B. No payment shall be made for work performed before the Effective Date of this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of Agency. The source of funding for this Contract is federal Temporary Assistance for Needy Families (TANF) CFDA #93.558.
 - C. When the Contractor is working at a location requiring an overnight stay, the Contractor shall be reimbursed at the rates set out in Wyo. Stats. §§ 9-3-102 and 9-3-103.
5. **Responsibilities of Contractor.** The Contractor agrees to:
 - A. Provide the services described in Attachment A;

- B. Enhance sustainability beyond the funding period;
 - C. Determine TANF eligibility for families participating in the program. Contractor shall ensure that the TANF Eligibility Intake Form, which is incorporated into this Contract by this reference, is completed for each family being billed under this Contract;
 - D. Bill the Agency for funding quarterly. The Contractor shall only bill for services provided to TANF eligible families. The quarterly invoice in Attachment B, which is attached to and incorporated into this Contract by this reference, shall be used when submitting quarterly invoices. Final invoices under this Contract must be received within thirty (30) days after the end of the Contract.
 - E. Limit the administrative costs at ten percent (10%) of the program costs per invoice submission;
 - F. Provide quarterly program performance reports to Agency. Contractor shall validate all outcomes utilizing quantitative and qualitative data. The report in Attachment B shall be used for each quarterly report;
 - G. Provide reporting that is sufficient to provide an audit trail for state or federal auditors to determine accuracy of direct and indirect costs. Reports shall be submitted within thirty (30) days following the end of each quarter;
 - H. Submit the Year End Report summarizing the entire year no later than thirty (30) days after the term of the Contract;
 - I. Not use funds to purchase non-tangible assets or to purchase or lease equipment. Leased equipment includes the rental of equipment for any period of time;
 - J. Not use funds to provide cash, checks, cash equivalents or cash redeemable cards to individuals served by the program; and
 - K. Obtain prior approval from the Agency for all budget changes which deviate from the submitted budget in Attachment A.
6. **Responsibilities of Agency.** The Agency agrees to:
- A. Pay Contractor in accordance with Section 4 above.
 - B. Instruct Contractor on eligibility for TANF funding;
 - C. Monitor quarterly invoices and performance reports for accuracy and to ensure they meet the requirements of TANF and this Contract: and
 - D. Monitor Contractor's efforts in securing other funding to ensure the program is sustainable after the funding period.

7. **Special Provisions.**

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

personnel in every phase of performance of Contract related work.

- G. Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.
- H. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either party.
- I. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Contractor and related to the services and work to be performed under this Contract, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- J. Suspension and Debarment.** By signing this Contract, Contractor certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Contractor agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.
- K. Administration of Federal Funds.** Contractor agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- L. Copyright License and Patent Rights.** Contractor acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Contract; and (2) any rights of copyright to which Contractor purchases ownership using funds awarded under this Contract. Contractor must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.

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

8. General Provisions.

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

cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.

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

- K. Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Contractor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Contract.
- O. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- P. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of

information by any other means shall be by a parcel service that utilizes tracking numbers.

- Q. Patent or Copyright Protection.** The Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Contractor or its subcontractors will violate any such restriction. The Contractor shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- R. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- S. Insurance Requirements.** Contractor is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq., and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, et seq., and shall provide a letter verifying its participation in the WARM or LGLP to the Agency.
- T. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- U. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and the Contractor expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- V. Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- W. Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated

by the Agency immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.

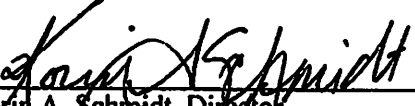
- X. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- Y. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- Z. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- AA. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- BB. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

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

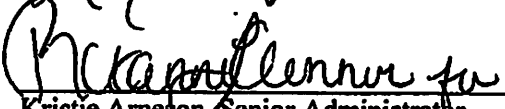
The Effective Date of this Contract is the date of the signature last affixed to this page.

AGENCY:
Wyoming Department of Family Services



Korin A. Schmidt, Director

9.16.19
Date



Kristie Arneson, Senior Administrator

9/12/19
Date

CONTRACTOR:
Laramie County Commissioners



Linda Heath, County Commissioner Chair

09/03/19
Date

ATTEST:
Laramie County Clerk



Debra Lee, County Clerk

9-3-2019
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



for: Margaret A. R. Schwartz, Assistant Attorney General

8/9/19
Date

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

