

WYOMING DEPARTMENT OF FAMILY SERVICES SUBGRANTEE AGREEMENT BETWEEN LARAMIE COUNTY AND THE BOYS AND GIRLS CLUB OF CHEYENNE

THIS WYOMING DEPARTMENT OF FAMILY SERVICES TEMPORARY ASSISTANCE FOR NEEDY FAMILIES SUBGRANTEE AGREEMENT ("Grant Agreement") (CFDA 93.558) is made between Laramie County, State of Wyoming ("COUNTY"), whose address is 310 West 19th Street, Cheyenne, Wyoming 82001, and the Boys and Girls Club of Cheyenne (SUBGRANTEE), whose address is 515 West Jefferson Road, Cheyenne, Wyoming 82007. In consideration of the promises and covenants set forth below, the parties agree as follows:

- 1) Purpose of Grant Agreement. COUNTY shall provide Wyoming Department of Family Services Temporary Assistance for Needy Families (TANF) grant funds to SUBGRANTEE in the amount set forth in Section 3, and SUBGRANTEE shall undertake and complete materials, projects and/or services (collectively, the "Project") described in Attachment A attached hereto. Performance by SUBGRANTEE of the requirements of this Grant Agreement and compliance with all TANF program rules and regulations is a condition to SUBGRANTEE'S receipt of monies hereunder.
- 2) Term of Grant Agreement and Required Approvals. This Grant Agreement is not effective until all parties have executed it and all required approvals have been granted. The term of the Grant Agreement is from October 1, 2020 through September 30, 2021 ("Term"); The Project shall be completed during the Term.
- 3) Payment. COUNTY agrees to grant monies to SUBGRANTEE for performance of the Project, as invoices are submitted for work done in connection with the Project, completed in accordance with the requirements of this Agreement. The total payment to GRANTEE under this Grant Agreement shall not exceed \$42,000 ("Grant Award"). Payment will be made following SUBGRANTEE'S delivery to COUNTY of quarterly invoices detailing services performed in connection with the Project in a form satisfactory to COUNTY.
- 4) Responsibilities of Grantee Regarding the Project. In undertaking and completing the Project, the SUBGRANTEE further agrees as follows:
 - a) Professional Services. The SUBGRANTEE agrees to perform all aspects of the Project in a professional manner and in accordance with the degree of care, competence and skills that would be exercised by a SUBGRANTEE under similar circumstances, to the satisfaction of the COUNTY.
 - b) Procurement and Administrative Regulations. SUBGRANTEE agrees to comply with federal procurement and administrative regulations as stated in 2 C.F.R. § 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations: as enacted in regulations by the U.S. Department of Health and Human Services.
 - c) Compliance with Laws. In the interpretation, execution, administration and enforcement of this Grant Agreement, SUBGRANTEE agrees to comply with all applicable state and federal laws, rules, and regulations, including but not limited to:

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

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

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

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

- h) Entirety of Grant Agreement: This Grant Agreement (8 pages) and Attachment A, Boys and Girls Application with revised budget (21 pages), Attachment B, Reporting (6 pages) and Attachment C, DFS Contract with Laramie County (10 pages) represent the entire and integrated Grant Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- i) Indemnification: To the fullest extent permitted by law, SUBGRANTEE shall indemnify, defend and hold harmless COUNTY, and its officers, agents, employees, successors and assigns from any cause of action, losses, injuries, liabilities, damages, claims, demands or costs arising from or in connection with this grant agreement (including reasonable attorneys' fees) (collectively "Claims") arising out of all activities in connection with the Project, Grantee's (and any sub-grantee's) performance under this Grant Agreement, or failure by SUBGRANTEE (or any sub-grantee) to comply with the terms of this Agreement or any TANF program rules and/or regulations. SUBGRANTEE shall be solely liable and responsible for all acts or omissions in connection with the Project or the performance of the Project or this Agreement (including without limitation the acts, omissions or performance of the Project or this Agreement by any sub-grantee), including without limitation all Claims arising in connection therewith, and COUNTY (its officers, agents, employees, successors and assigns) shall have no liability to SUBGRANTEE, any sub-grantee or any third party for, and shall be released from, all such Claims.
- j) Independent Contractor: SUBGRANTEE shall function as an independent contractor for the purposes of this Grant Agreement, and shall not be considered an employee of COUNTY for any purpose. SUBGRANTEE shall assume sole responsibility for any debts or liabilities that may be incurred by the SUBGRANTEE in fulfilling the terms of this Grant Agreement, and shall be solely responsible for the payment of all federal, state and local taxes that may accrue because of this Grant Agreement. Nothing in this Grant Agreement shall be interpreted as authorizing SUBGRANTEE or its agents and/or employees to act as an agent or representative for or on behalf of COUNTY, or to incur any obligation of any kind on the behalf of COUNTY. SUBGRANTEE agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to COUNTY employees will inure to the benefit of SUBGRANTEE or SUBGRANTEE'S agents and/or employees as a result of this Grant Agreement.
- k) Kickbacks: SUBGRANTEE warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant Agreement.
- l) Notices: All notices arising out of, or from, the provisions of this Grant Agreement shall be in writing and given to the parties at the address provided under this Grant Agreement, either by regular U.S. mail or delivery in person. Delivery shall be deemed to have occurred 3 days following deposit in the U.S. mail or upon delivery in person.
- m) Grantee to Keep Informed: The SUBGRANTEE shall keep fully informed of all federal and state laws, local laws, regulations and all other orders and decrees of bodies or tribunals having any jurisdiction or authority which may, in any manner, affect the duties and responsibilities to be performed by SUBGRANTEE under the terms and conditions of this Grant Agreement.

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

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- 9) Signatures. By signing this Grant Agreement, the parties represent and warrant that they have read and understood it, that they agree to be bound by the terms of the Grant Agreement, that they have the authority to sign it, and that they have received a signed and dated copy of the Grant Agreement.

The effective date of this Grant Agreement is the date of the signature last affixed to this page.

LARAMIE COUNTY, WYOMING

By: _____
Gunnar Malm, Chairman
Laramie County Commissioners

Date:

By: _____
Debra Lee, Laramie County Clerk

Date:

BOYS AND GIRLS CLUB OF CHEYENNE

By: R Sample
Rolinda Sample, Chief Professional Officer

9/9/2020

Date:

REVIEWED AND APPROVED AS TO FORM ONLY

By: [Signature]
Mark Voss, Laramie County Attorney

9/14/2020

Date

COVER PAGE

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

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

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

Name: Rolinda Sample
Title: Chief Professional Officer
Organization: Boys & Girls Club of Cheyenne
Address: 515 West Jefferson Road
Phone: 307-778-6674
Email address: rsample@bgcchey.org

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

5. Requested Amount: \$7,500 AWARDED

6. Authorized Representative: Gunnar Malm, Chairman
County Commissioner Chair

Date: April 21, 2020

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

PROPOSAL

Local Community Survey – Transpiration and Homelessness

A number of federal studies, as well as state level data, show that the two most common barriers to employment and self-sufficiency for TANF families are transportation and homelessness. The Department of Family Services is interested in learning how local communities assist TANF families in these specific areas and how we might be able to assist in increasing the availability of these services in your area. **As part of this year's application, please answer the following questions.**

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

The Boys & Girls Club of Cheyenne is purchasing a 14-passenger shuttle for the Club. The Daniels fund has committed \$25,000 to the Boys & Girls Club of Cheyenne for purchase of a 14-passenger bus and we are currently securing the \$25,000 match through individual giving and other private foundations. The purchase of a shuttle will help the Club reach more youth and provide us the means to expand our teen programming and recruit more members. The Boys & Girls Club of Cheyenne acknowledges a problem that many after school programs face, how to provide adequate transportation for our underserved members. Many of the families we serve simply lack access to reliable transportation and cannot leave the job to transport their student to our Club, and many families rely on one vehicle for the entire family. For many of our underserved family's gasoline cost may also be a factor in transporting their child.

The Boys & Girls Club of Cheyenne chose the 14-passenger shuttle, to add to our two buses, because it does not require a CDL license and the shuttle design is an acceptable design by Wyoming Department of Education for transporting youth. Presently, the Boys & Girls Club of Cheyenne collaborates with LCSD #1 to bus elementary members to our Club, serving 25 schools.

If the Club discovers a family or an unaccompanied minor experiencing homelessness, we work with our community partners whose mission is addressing homelessness, such as the COMEA shelter, Good Will, the Unaccompanied Minor Initiative and Safe House.

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

We feel that the Grants Manager has reached out to other entities.

A. Summary of Proposed Program

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

The Boys & Girls Club of Cheyenne serves kids 6-18 out of its Clubhouse and at LCCC in Cheyenne for just \$10 per year membership rate. The Boys & Girls Club of Cheyenne's mission is to inspire and enable all youth, especially those who need us most, to reach their full potential as productive, responsible, caring citizens. Our Youth Development program is focused in three areas: academic success, character and citizenship, and healthy lifestyles. The Youth Development program provides a safe, educational environment for kids during non-school time.

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

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

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

Local Family Cost Comparison:

Program	After-school Cost	2020 Summer Cost
Boys & Girls Club	\$10 per year, \$5 no school days (ages 6-18)	\$1,055 (10 weeks)
City's Latchkey	\$200 per month (only through 6 th grade)	\$1,100 (10 weeks)
YMCA	\$255-\$275 per month (only through 6 th grade)	\$1,515 to \$1,650
St. Mary's School	\$160 per month	\$1,300 (ages 3-12)
BEAST Foundation	\$175 per week/per child (Full Day) \$100 per week/per child (1/2 Day) (only through 8 th grade)	\$1,350 (9 weeks)
LCCC Seek Program	n/a	Average cost \$150 per week (age 14 max) programs end at 4pm

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

The Boys & Girls Club format offers our members scholastic skills through our evidence-based programs to achieve academic success. Stated in the Boys & Girls Club of America (BGCA) - 2019 National Youth Outcomes Initiative findings, among teenaged Club members:

- 97% expect to graduate from high school.
- 86% expect to complete some kind of post-secondary education.
- 66% expect to complete a four-year college degree or higher.

Though COVID-19 does not appear to be a major health concern for children, our most vulnerable youth will bear the largest burdens of trauma and financial fallout. Many of the families we serve are attempting distance learning while facing the possibility of loss of employment. After this crisis passes, kids, teens and their families will need us now more than ever. The Club will help reverse learning loss through our Summer Brain Gain program, which helps prevent youth from falling behind and losing academic skills while school is out. Many of our members will be dealing with anxieties and emotional distress and rely upon our trained staff for mentoring and guidance; this will be even more inflated for teens who rely upon their peers for so much support. Adolescent friendships are a big part of forming a sense of identity outside the family and since they have been cut off from hanging out with their peers, many will be experiencing a feeling of confusion and will need adult leadership. Plus, they are facing ambiguity at home, the Club restores a feeling of safety and gives kids something fun to do. During the pandemic, the Club is offering virtual assistance, such mentoring, homework help and fun learning projects our member can do at home.

To monitor the families' needs, they complete TANF Eligibility Form. These requests are primarily from low- to moderate-income working families. Research confirms that non-school hours are the most dangerous for youth, with a higher probability of teen pregnancy, drug use and other life-changing outcomes. The Club offers an alternative to risky behaviors, providing structure and positive mentors in the lives of over 750 youth annually in Cheyenne.

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, Wyoming

4. Population served.

Youth ages 6 to 18 who are living at or below the TANF Federal Poverty Level based on annual self-reports. In 2019, the Club reached over 2200 children including enrollment of 779 members and served 172 children on the average day. The 2018 Wyoming Kid's Count States that Laramie County, has the fourth highest percentage of children living in poverty and has the following families living below the poverty line (the Wyoming's Kid Count updates every 2 years and thus in 2020, Wyoming will publish a new report):

- Married 4%
- Single-parent (kinship) 32%
- Single-mom 42%
- Single-dad 4%

The effect on Laramie County families is extensive, when comparing the median salaries for men and women in Laramie County. Based on median salaries for men and women, women make 78 cents for every dollar a man makes, meaning, on average women work 12 weeks for free every year (the median annual income for women is \$39,329 and the median annual income for men is \$50,620).

Club households:

- 50% Club members are from all single parent households
- 60% Club members qualify for free or reduced lunch

Our programs are created to remediate the unfair under-representation and underachievement of at-risk youth that are on negative learning trajectories. This why the Club is located within one mile of where 3,000 students attend school and offers after-school transportation at 25 schools in Cheyenne, including 13 of the 13 Title 1 schools in Laramie County School District.

5. Beginning and end date of program.

October 1, 2020 – September 30, 2021

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

We are open year-round. On regular school days, we are open to youth from 2 until 7 p.m. On early release days we are open to youth from 11 a.m. to 6 p.m. On non-school days and during the summer, we are open to youth from 7:30 a.m. to 6 p.m. Special Saturday and late-night events are now options for our Club to serve youth with extended hours, for example, we offer family safety nights, or during Cheyenne Frontier Days we will host an engagement event for families. Plus, our youth and their families are involved in our special events including our Chili Challenge, Dancing with the Stars and our Back A Kid Breakfast.

B. Statement of Need

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

1. How have you determined there is a need for the services you propose? Describe local data that was used to determine the needs of families.

The effects of the current health crisis will impact our vulnerable youth the most. All the FaceTime in the world cannot make up for the interaction youth receive from teachers, friends, and mentors. And for some youth, those supports are the main mechanisms interceding in a toxic, or even dangerous home environment. While most adults still have work and other routines to carry on, school and after school programs are the primary source of structure and socialization for youth. The staggering economic fallout from the coronavirus pandemic will add a new dimension of suffering to the experience young people. If the pandemic does indeed spark a recession, the experience from past downturns indicate that food security, physical health, and general well-being for youth will diminish and quickly. The Laramie County unemployment rate as of February 2020 was listed at 3.7% - trends and research around crisis events indicate that this will increase, especially among low-income families.

The 2018 Community Action of Laramie County Needs Assessment accounts critical factors affecting Laramie County's vulnerable youth. Poverty rates in Laramie County are lower than the national average and have remained stable over time. Nevertheless, 10% of Laramie County's residents are in poverty, accounting for 10,000 people. Poverty rates are highest among females, Hispanics and youth individuals. A critical factor stated in the Needs Assessment was that the South Cheyenne area, home to our main site, continues to have the highest rate of poverty. The Needs Assessment affirms that more and more individuals who are from families experiencing multi-generational poverty. Members of these families have high probabilities of not possessing a high school diploma or a GED, have an increasingly difficult time meeting their own personal needs, and tend to have high expectations for receiving free services.

- According to the Needs Assessment estimates, 2,544 children in Laramie County lived in poverty during 2016. This translates to roughly 11% of all children living in poverty.
- Poverty among children in households headed by single females is particularly high at 42%.
- Poverty rates are also high in several census tracts on the South Cheyenne area.
- A substantial percentage of Laramie County residents live below or near the federal poverty level. Roughly, 4% of individuals have incomes that are only 50% of the poverty level and are therefore in dire need of services. A total of 22% of the population is living 185% below the poverty level. These countywide figures, however, understate the extent of the low-income areas in Cheyenne. Most areas in the city have over 38% of their residents living 200% or below the federal poverty level.
- In addition, in Laramie County has seen an increase in the numbers of children whose parents are either incarcerated or who have significant substance abuse issues. The substance abuse issues primarily involve alcohol and methamphetamine use. However, it also states that methamphetamine is being cut with heroin resulting in more frequent and severe drug use.

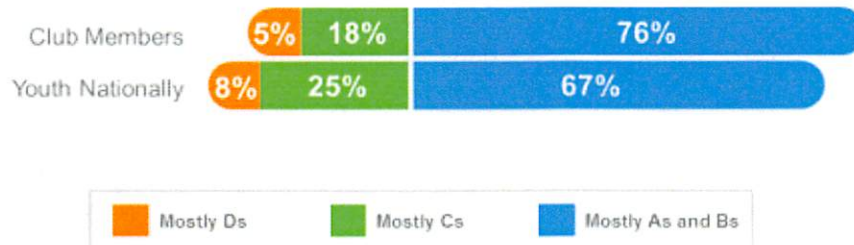
Besides socio economic factors confronting our youth, based on the Boys & Girls Club of Cheyenne Community Needs Assessment, the community disparities that impact our vulnerable youth the most, are education/academic success and health/mental health. Providing access to mentors and positive role models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

Laramie County has seen significant improvements overall in education and has improved its ranking in the 2019 Annie E. Casey Foundation Kids Count Data Book moving from 25th to 14th in a state to state comparison. The Club is an instrumental partner in helping youth achieve academic success.



Club Members Report Higher Grades than Youth Nationally

Among Low-Income Youth Ages 12 to 17



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

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

- Female Students
 - American Indian/Alaska Native are 5.5% more likely
 - Hispanic are 3.8% more likely
 - Black are 1.9% more likely
 - 2+ Races are 1.7% more likely
 - White are 12.5% less likely
- Male Students
 - American Indian/Alaska Native are 5.6% more likely
 - Hispanic are 3.9% more likely
 - Black are 1.8% more likely
 - 2+ Races are 1.8 % more likely
 - White are 12.7% less likely

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

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

The Wyoming Department of Education is working to address the exclusionary discipline and the negative implications on students. The Department has adopted Positive Behavioral Interventions and Supports that provides effective alternatives to discipline. In addition, the Club serves as a resource to parents to help support their efforts and help put their adolescent on a positive trajectory.

Wyoming ranks 49th in the state to state comparison from the 2019 Annie E. Casey Foundation Kids Count Data Book for Health. It is clear that the Boys & Girls Club of Cheyenne is fundamental to the overall health of our at-risk youth. Poor health in childhood touches all central phases of a adolescent's life, school readiness and attendance, and can have lasting consequences on their future health and well-being.

Even though we do not have data broken down per county, the suicide rate among our youth is overwhelming. In a recent report published on October 2019, by the Wyoming Health Department, the suicide rate among older teenagers has increased by 40% over the past three years, recording a rate triple the national average. Therefore, providing these at-risk youth with a safety net through a mentoring program could honestly be the difference between life and death. According to the 2017-2021 State Suicide Prevention Plan, published by the Wyoming Department of Health, suicide is a leading cause of preventable death in Wyoming with negative impacts that are felt by individuals, families, and communities throughout the state. Over the past three decades Wyoming has consistently had one of the highest per-capita rates in the nation, currently with a suicide rate of 31.1 suicide deaths per a population 100,000 people, compared to the national average of 12.93. Health officials say the rate is the second worst in the nation behind Alaska. It is even more staggering when looking at adolescent rates in Wyoming; 28.9 suicide deaths per 100,000 youth aged 15-19, compared to the national average of 8.9.

It is a critical time to support a strong mentoring program to help lower those numbers, plus, the most vulnerable populations will be even more impacted during a crisis, below statistics are from the Wyoming Department of Education:

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

At the Boys & Girls Club of Cheyenne we take the mental health of our members very seriously; and our obligation to help and guide them in the best most effective and healing way. The nonexistence of LGBT rights is a huge factor in Wyoming, these at-risk youth simple do not have the resources available to them – the Boys & Girls Club of Cheyenne serves as a safe place for these vulnerable youth. From a 2017 report published by The Williams Institute UCLA School of

Law, 15,100 LGBT people in Wyoming lack statewide protections from ongoing discrimination. The startling fact is that if LGBT adults are feeling discrimination – image the impact it has on our at-risk youth. The information below was pulled from the Wyoming Equality website:

- Non-discrimination laws and policies in Laramie County covering LGBT students – 0
- Anti-bullying laws and policies in Laramie County covering LGBT students – 0
- Conversion Therapy Ban Covering LGBT youth – 0
- Protections for LGBT youth in the Child Welfare System – Yes

It is important to note that 0 counties out of 23 have an ordinance prohibiting discrimination based on sexual orientation in private employment, housing, and public accommodations. Furthermore, there are only 2 cities (Laramie and Jackson Hole) statewide with such an ordinance in place to protect LGBT rights.

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

- According to the 2019 Wyoming Kids Count Data Book Laramie County sits at 28.1% for number of births to moms under 17 per 1,000 live births
- This is 2018 Prevention Needs Assessment data from Laramie County School District #1.
 - Used marijuana within the past 30 days
 - Middle school: 5%, High school: 23%
 - Somewhat or very easy access to marijuana
 - Middle school: 21%, High school: 61%
 - Used cigarettes within the past 30 days
 - Middle school: 2%, High school: 8.5%
 - Vaped within the past 30 days
 - Middle school: 13%, High school: 41%
 - Used heroin within the past 30 days
 - Middle school: 0.3%, High school: 0.8%
 - Used prescription drug not prescribed to person (Note: this is any prescription not prescribed for them, so could include opioids but isn't opioids specifically)
 - Middle school: 4.7%, High school: 4.5%
 - Used Alcohol with the past 30 days
 - Middle School: 7.53%, High school: 19.17%
 - Somewhat or very easy access to Alcohol
 - Middle School: 34.26%, High School: 63.44%

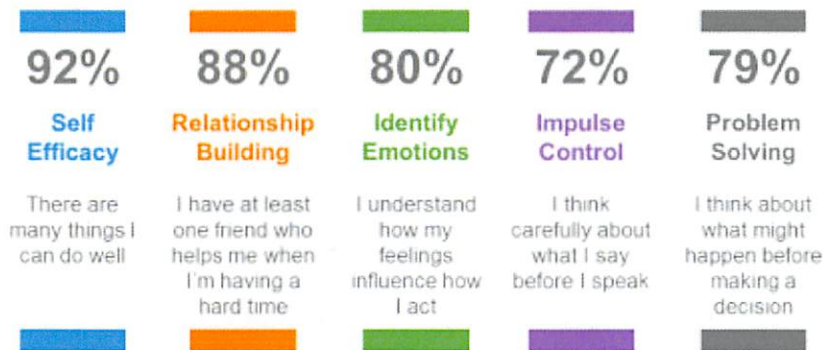
Safety is our number one priority at the Boys & Girls Club of Cheyenne, it is vital to the young minds and emotional well-being of our members that we create a safe, welcoming and inclusive environment.

- The below data was retrieved from the 2018 Prevention Needs Assessment data from LCSD#1:
 - Bullying at school over the past 12 months
 - Middle School: 34.4%, High School: 21.31%
 - Picked on by a peer – picked on by a fellow student
 - Middle School: 53.81%, High School: 35.5%
 - How often do you feel unsafe at school
 - Middle School: 19.36% of the time, High School: 18.83% of the time

Through our program we can reinforce not only academics but the emotional wellness of our members. We are able to identify risk factors directly; school attendance, poor grades, bullying, disciplinary problems, isolation and/or withdrawing from friends.



Club Members Report Having Strong Social-Emotional Skills



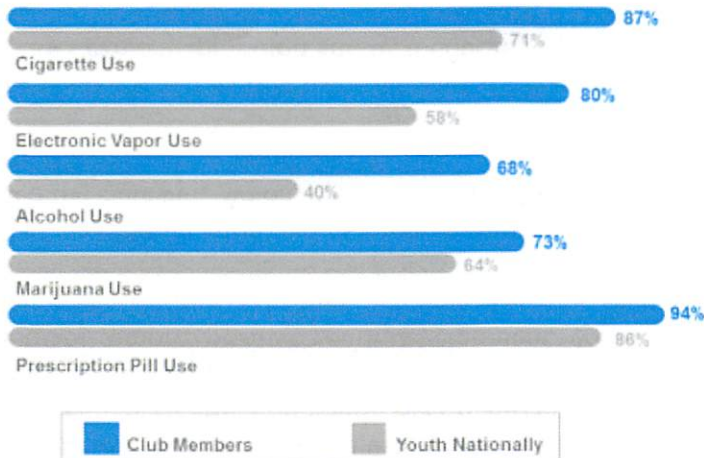
In many circumstances, the Boys & Girls Club of Cheyenne, is a child's "found family" offering the security, nurturing/mentorship, guidance and love that their own family cannot. But beyond that, even if they live in a loving supportive home, their families may face unintentional barriers, such as economic status or financial hardship. Therefore, the Boys & Girls Club of Cheyenne provides that cultural, social, academic, and emotional support, our strong mentoring program can be the safety net of Laramie County's at-risk youth.

Club Teens More Likely to Abstain from Health-Risk Behaviors in Comparison to Teens Nationally:



Club Teens Are More Likely to Abstain from Health-Risk Behaviors Compared to Teens Nationally

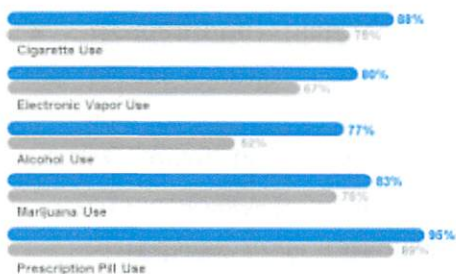
Lifetime Abstinence Behaviors Among High School Students



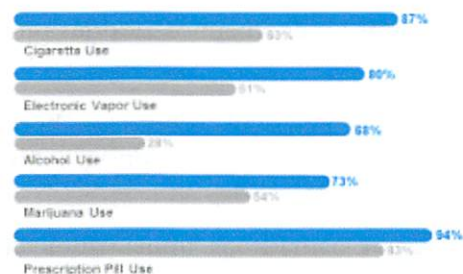
Club Teens Are More Likely to Abstain from Health-Risk Behaviors Compared to Teens Nationally

The Difference Is Larger for Older Teens

Lifetime Abstinence Behaviors Among 9th Graders



Lifetime Abstinence Behaviors Among 12th Graders



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

Through extensive research, Boys & Girls Clubs of America has identified certain elements that allow Clubs to ensure positive developmental experiences for its members. The Club follows the evidence-based formula for impact set by BGCA: Young People Who Need Us Most + Outcome-Driven Club Experience = Priority Outcomes. We have learned that the level of impact a Club's program has on young people depends on how frequently and how long members participate, as

well as how well the Club implements these five key elements as evidenced through the BGCA's National Youth Outcomes Initiative (NYOI):

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

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

The Club has specifically improved its programming for teens, made evident by Cheyenne youth being named the statewide Wyoming Youth of the Year winners five times since 2010, our most recent being the 2019 State Youth of the Year.

In 2018, the Club opened its first teen-only site at Laramie County Community College. The Club at LCCC provides career exploration and tech education programs for Club youth who reside in low income households and are an underserved population in Cheyenne, as well as providing teens greater opportunities to learn and succeed.

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

adulthood to become parents, vote, give back to and lead Laramie County. In addition, the Club has a specific focus on preventing Summer learning loss during our Summer Brain Gain program. We know that this is an important part of keeping our youth on track academically, in order to keep them on a level playing field with their peers. This will increase in importance as students complete the 2019-2020 school year through remote learning because of the COVID-19 crisis.

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

- By keeping our membership fees low, we are helping family budgets stretch and allowing parents the freedom to work or attend school. Children in financially stable homes are more likely to be raised at home.
- Our program supports working parents by staying open until 7 p.m. and giving them peace of mind while at work. It is also helping to guide the next generation of employees and parents toward self-sufficiency with programs like financial literacy and career development.
- By providing mentorship and engaging activities, the Club is helping to prevent out-of-wedlock pregnancies and teaching youth about healthy relationships.
- The Club helps to take some of the pressure off of parents financially and by providing homework help, mentoring, etc., which can strengthen relationships at home. We are also helping our members develop healthy and realistic attitudes about their current and future relationships. Additional families will need our support because of the COVID-19 crisis.

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

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

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

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

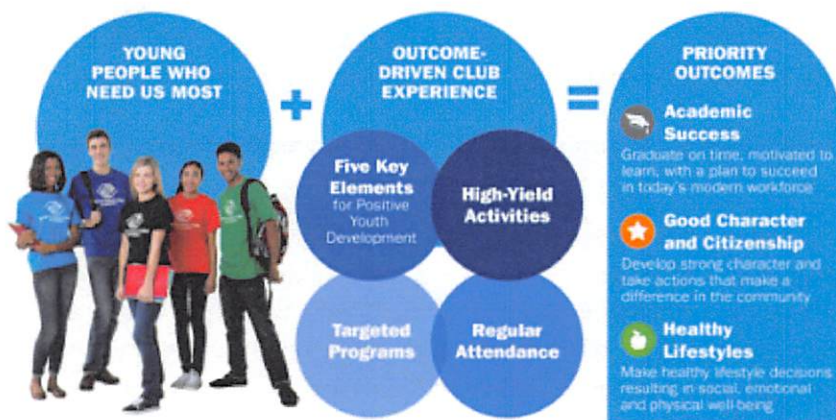
SMART Girls pairs a small group of girls with a female adult mentor to teach them about their health, making good choices, forming good habits, and avoiding sex, drugs and alcohol at a young age.

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

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

Programs implemented are based on the Formula for Impact:

Our Formula for Impact



C. Community Partnerships

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

The Boys & Girls Club of Cheyenne collaborates with an array of organizations to implement its programming. We have worked with Laramie County School District #1 to provide transportation when possible as well as access to kids' report cards and teachers, with parental permission. Laramie County Library System is a resource we utilize, especially during summer months. Laramie County Community College provides facilities for our teen site.

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

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

Community Partner	Resource that will be provided
LCSD 1	Referrals, transportation, grade reporting
Laramie County Library	Access to library programs, books, bookmobile
Laramie County Master Gardeners	Junior Gardening Program
Laramie County Community College	Support of "The Club at LCCC" teen program
Microsoft	Computer Science Pathway Program/Career Exploration
Grace for 2 Brothers	Implementation of QPR training for suicide prevention
Blue Cross Blue Shield of Wyoming Caring Foundation	Healthy Habits Program
University of Wyoming	UW Ann Simpson Art Mobile
BGCA	Helping us shape our mentoring program for LGBT youth
GEAR Up	Increase graduation rates with low-income youth
Bank of the West	Mentoring youth in Money Matters
Junior Achievement	Financial Literacy and Career Exploration
Cheyenne Youth Symphony	Summer Residency on Classical Music
Ballet Wyoming	Summer/Fall Residency on Dance
Arts Cheyenne	Cultural Inventory Internship
CFD Old West Museum	Teen Job Shadowing/Volunteer Opportunities
Good Will	HERO Program (Children of Incarcerated Parents)
CRMC Population Health Division	Preventative Programming for Youth

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

The Boys & Girls Club of Cheyenne employs a full-time development professional who oversees all facets of fundraising including grant writing (private, state and federal) fundraising events and cultivates individual donors. In addition, with the hire of a new Grants Manager in December 2019, we have been able to increase our private Foundation applications and build our individual giving base. The Board of Directors is highly engaged in the development of the Club. These efforts help provide the facilities necessary to offer Boys & Girls Club programming. With the increased growth we have seen, the Club continues to explore options for expanding our reach to serve more youth in the community through adding new sites to our program. In order to support this increased growth, the Club will seek additional funding from a variety of sources, including grants, individual and corporate sponsorships and fundraising events. Ultimately, additional sites would allow us to reach more youth in Laramie County, and provide them with the necessary services we provide.

D. Project Goals and Outcomes

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

Specifically, for this request, our goals are to identify and provide 28 TANF-eligible youth opportunities to attend the Club after school and/or during the summer especially those who would otherwise be left unsupervised or caring for younger siblings. By attending the Club, the kids will participate in programming to help them achieve academic success, develop their financial literacy, prepare for their career, and understand more about themselves and supportive relationships.

Our projected increase in youth served is due to the recent COVID-19 crisis, our goal is to reach these youth who will need the Club more than ever when society gets back to some sort of normalcy. From the book *Children of Katrina*, the authors found that the likelihood of uneven recovery among youth was directly linked to existing social disadvantages – primarily poverty and race.

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

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

Outcome	Measurement	Activities to Accomplish Outcome	Data/Quality Assurance to be Collected to Validate Measurements
Identify 28 TANF eligible youth	Utilize TANF intake form to screen potential scholarship applicants. 100% of participating youth will complete form.	Make TANF form available to all incoming Club members, track applications on an ongoing basis, determine need based on applications, determine overall need based on all applications received, determine which members need assistance most.	TANF intake forms will be submitted to Club front office, then vetted and overseen by the Club's Assistant Director.
Youth who attend the Club participate at least 52 times per year.	We will utilize our member tracking system to record Club attendance throughout the year.	Daily data entry of attendance among TANF youth specifically.	Data is entered by Club staff and overseen by Unit Director and Assistant Director.

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.	Daily data entry of attendance among TANF youth specifically.	Data is entered by Club staff and overseen by Unit Director and Assistant Director.
Youth achieve academic success	Academic success is tracked through grade monitoring, which we work with parents and LCSD1 to do.	Grades are obtained from parents/school and monitored.	This is driven by the Unit Director and overseen by the Assistant Director.
Youth abstaining from Risk-Behaviors	This data is tracked and obtained through our National Youth Outcomes Initiative.	Tracking youth starting and completing preventative programs.	The pre- and post- tests play a vital role to confirm effectiveness.

3. Describe your data collection methods to be used.

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

For TANF eligibility purposes, we rely on self-reporting of income, household size and need from parents/guardians.

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

We expect the outcome to have 28 TANF-eligible children receiving services from the Club during the school year and/or the summer program. They will attend at least 52 times during the fiscal year

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

G. TANF Recruitment

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

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

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

28

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

The Boys & Girls Club of Cheyenne uses Vision Membership Tracking Software, which was designed for Boys & Girls Clubs. This software allows the Club to track demographics about every Club member including parent-reported household income, (30% of Club members who live in Cheyenne attend a Title I school in Cheyenne) age, school attended, grade level, promotion to the next grade and frequency of attendance. Each participant's performance on the pre- and post-tests for programs, attendance and graduation from each session will be tracked using this database.

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

BUDGET

Budget:

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

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

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

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

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

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

The Boys & Girls Club program is cost-effective in terms of state government costs if it keeps one participant from a stay in the Boys or Girls School or it keeps three participants from undergoing drug and alcohol rehabilitation – or any combination of these costs and the reduction in the costs due to teen out-of-wedlock pregnancy.

Amount Awarded from Proposal:
\$7,500

	Program Costs	Admin Costs	
Salaries <u>Admin:</u> Activities spent managing the grant.	\$4,942	\$600	Salaries <u>Admin:</u> Activities spent managing the grant. <u>Program:</u> Wages for all staff who provide direct client services.

<u>Program</u> : Wages for all staff who provide direct client services.			
Employer Paid Benefits <u>Admin</u> : Activities spent managing the grant. <u>Program</u> : Wages for all staff who provide direct client services.			Employer Paid Benefits
Employer Payroll Taxes <u>Admin</u> : Activities spent managing the grant. <u>Program</u> : Wages for all staff who provide direct client services.	\$678	\$80	Employer Payroll Taxes <u>Admin</u> : Activities spent managing the grant. <u>Program</u> : Wages for all staff who provide direct client services.
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.	Supplies <u>Admin</u> : Supplies and expenses needed to manage the grant. <u>Program</u> : Supplies needed for instructor use.
Recruiting and Marketing Cannot include promotional items.	Click here to enter text.	Click here to enter text.	Recruiting and Marketing Cannot include promotional items.
Travel Travel necessary to serve participants.	Click here to enter text.	Click here to enter text.	Travel Travel necessary to serve participants.
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.	\$1,200	\$0	Rent and utilities <u>Admin</u> : Rent and utilities for time spent managing the grant.
Participant Tuition and Class Fees	Click here to enter text.	Click here to enter text.	Participant Tuition and Class Fees
Participant Class Supplies and Materials	Click here to enter text.	Click here to enter text.	Participant Class Supplies and Materials
Participant License and Certification Fees	Click here to enter text.	Click here to enter text.	Participant License and Certification Fees
Participant Drug and Aptitude Screening Can include other types of assessments.	Click here to enter text.	Click here to enter text.	Participant Drug and Aptitude Screening Can include other types of assessments.
Work Support Services and Clothing	Click here to enter text.	Click here to enter text.	Work Support Services and Clothing
Participant Wages	Click here to enter text.	Click here to enter text.	Participant Wages
Participant Fringe Benefits	Click here to enter text.	Click here to enter text.	Participant Fringe Benefits
Participant Incentives	Click here to enter text.	Click here to enter text.	Participant Incentives

Other Student Needs: Description -	Click here to enter text.	Click here to enter text.	Other Student Needs: Description -
Sub-Total	\$6,820	\$680	Sub-Total
TOTAL BUDGET (Program + Admin)	\$7,500		
Number of TANF Participants Planning to Serve	8		
Cost Per TANF Participants	\$937.50		

ATTACHMENT B: Quarterly Report and Invoice

NOTE: Completion of this report and invoice will be mandatory to awardees



**Temporary Assistance for Needy Families
Wyoming Department of Family Services**

**TANF CPI
FFY 21 Quarterly Report and Invoice**

County/Tribe: — _____

Reporting Period: — _____

Date: — _____

Statistics:

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

[illegible]

Evaluation of Outcomes:

Boys and Girls Club

Outcome	Performance Measure	Activities/Collaborations Conducted to Meet Outcome	Evaluation
<i>28 TANF Eligible Youth</i>	Utilize TANF intake form to screen potential scholarship applicants. 100% of participating youth will complete form.	Click here to enter text.	Click here to enter text.
<i>Youth participate at least 52 times per year.</i>	We will utilize our member tracking system to record Club attendance throughout the year.	Click here to enter text.	Click here to enter text.
<i>Youth participate in age-appropriate programs which fit TANF goals.</i>	We will utilize our member tracking system to record activity participation among TANF participating members specifically.	Click here to enter text.	Click here to enter text.
<i>Youth achieve academic success</i>	Academic success is tracked through grade monitoring, which we work with parents and LCSD1 to do.	Click here to enter text.	Click here to enter text.
<i>Youth abstaining from Risk-Behaviors</i>	This data is tracked and obtained through our National Youth Outcomes Initiative.	Click here to enter text.	Click here to enter text.

Climb Wyoming

Outcome	Performance Measure	Activities/Collaborations Conducted to Meet Outcome	Evaluation
<i>Show progress each quarter towards the final goal of 80% of individuals enrolled in the program successfully completing the program.</i>	80% of Climb participants who enter a program will successfully complete it.	Click here to enter text.	Click here to enter text.

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

Wyoming Family Home Ownership Program/My Front Door

Outcome	Performance Measure	Activities/Collaborations Conducted to Meet Outcome	Evaluation
<i>Completion of Phase I; low to moderate income participants complete a 12 week financial literacy course.</i>	100% of Families that enroll will complete Phase I.	Click here to enter text.	Click here to enter text.
<i>Completion of Phase II; participants establish and maintain a home savings account.</i>	60% of those that completed Phase I will move into Phase II. 100% of participants who complete Phase II	Click here to enter text.	Click here to enter text.

	will have saved \$2,400 toward their own down payment at closing.		
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Greater Wyoming Big Brothers Big Sisters

Outcome	Performance Measure	Activities/Collaborations Conducted to Meet Outcome	Evaluation
<i>80% of youth will improve or maintain positive attitudes in relation to educational success, risk attitudes, and/or social-emotional competency.</i>	Youth Outcomes Survey	Click here to enter text.	Click here to enter text.
<i>80% of youth will improve or maintain positive attitudes in relation to parental trust or adult relationships.</i>	Youth Outcomes Survey	Click here to enter text.	Click here to enter text.

Successes and Challenges:

Please share quarterly successes and challenges.

Quarterly Invoice: County Commissioners

Submit To:
Georgia Auch

Expenditures for the Month and Year of:

	Program Costs	Admin Costs	YTD Program	YTD Admin	Annual Program Budget	Annual Admin Budget
Salaries						
Employer Paid Benefits						
Employer Payroll Taxes						
Supplies						
Recruiting and Marketing						
Travel						
Rent and Utilities						
Participant Tuition and Class Fees						
Participant Class Supplies and Materials						
Participant License and Certification Fees						
Participant Drug and Aptitude Screening						
Work Support Services and Clothing						
Participant Wages						
Participant Fringe Benefits						
Participant Incentives & Expenses						
Other Participant Needs						
Sub-Totals	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL (Program + Admin)						
Number of TANF Participants Served						
Cost Per TANF Participant						

georgia.auch1@wyo.gov

Submitted on: _____

**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 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, 2020 or the Effective Date, whichever is later, through September 30, 2021. 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 nineteen thousand five hundred dollars (\$119,500.00). Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.
 - B. No payment shall be made for work performed before the Effective Date of this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of Agency. The federal source of funding for this Contract is the Temporary Assistance for Needy Families (TANF) grant, CFDA #93.558.
 - C. When the Contractor is working at a location requiring an overnight stay, the Contractor shall be reimbursed at the rates set out in Wyo. Stats. §§ 9-3-102 and 9-3-103.
5. **Responsibilities of Contractor.** The Contractor agrees to:
 - A. Provide the services described in Attachment A;
 - B. Enhance sustainability beyond the funding period;
 - C. Determine TANF eligibility for families participating in the program. Contractor shall ensure that the TANF Participant Application and Eligibility Form, which is attached to

and incorporated into this Contract by this reference as Attachment C, shall be completed for each family being billed under this Contract. Contractor shall use the TANF Participant Application and Eligibility Form, Attachment C, or, upon Agency approval, an acceptable substitute, when determining eligibility for families participating in the program.

- D. Bill the Agency for funding quarterly. The Contractor shall only bill for services provided to TANF eligible families. Contractor shall use the TANF CPI FFY21 Quarterly Report and Invoice, Attachment B, which is attached to and incorporated into this Contract by this reference, when submitting quarterly invoices. The quarterly invoice shall be submitted within thirty (30) days following the end of the quarter.
- E. Limit the administrative costs at ten percent (10%) of the program costs per invoice submission;
- F. Provide quarterly program performance reports to the Agency. Contractor shall validate all outcomes utilizing quantitative and qualitative data. The report in Attachment B shall be used for each quarterly report;
- G. Provide reporting that is sufficient to provide an audit trail for state or federal auditors to determine accuracy of direct and indirect costs. Reports shall be submitted within thirty (30) days following the end of each quarter;
- H. Submit a 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 sixty (60) pages; and Attachment B, TANF CPI FFY21 Quarterly Report and Invoice, consisting of six (6) pages; and Attachment C, TANF Participant Application and Eligibility Form, consisting of two (2) pages represent the entire and integrated Contract between the parties and 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. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

- R. **Insurance Requirements.** Contractor is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in the WARM or LGLP to the Agency.
- S. **Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- T. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and the Contractor expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- U. **Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- V. **Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.
- W. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- X. **Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- Y. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.

- Z. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- AA. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

AGENCY:

Wyoming Department of Family Services

Korin A. Schmidt, Director

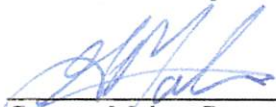
Date

Kristie Arneson, Economic Security Senior Administrator

Date

CONTRACTOR:

Laramie County Commissioners



Gunnar Malm, County Commissioner Chair

Sept. 1, 2020
Date

ATTEST:

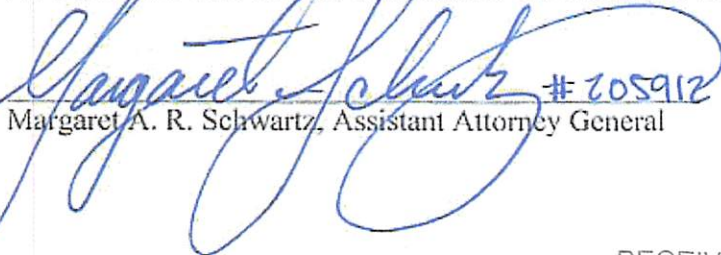
Laramie County Clerk



Debra Lee, County Clerk

Sept. 1, 2020
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 #205912

Margaret A. R. Schwartz, Assistant Attorney General

8/19/20
Date

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