

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

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

- 1) Purpose of Grant Agreement. COUNTY shall provide Wyoming Department of Family Services Temporary Assistance for Needy Families (TANF) grant funds to SUBGRANTEE in the amount set forth in Section 3, and SUBGRANTEE shall undertake and complete materials, projects and/or services (collectively, the "Project") described in Attachment A attached hereto. Performance by SUBGRANTEE of the requirements of this Grant Agreement and compliance with all TANF program rules and regulations is a condition to SUBGRANTEE'S receipt of monies hereunder.
- 2) Term of Grant Agreement and Required Approvals. This Grant Agreement is not effective until all parties have executed it and all required approvals have been granted. The term of the Grant Agreement is from October 1, 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 \$60,000 ("Grant Award"). Payment will be made following SUBGRANTEE'S delivery to COUNTY of quarterly invoices detailing services performed in connection with the Project in a form satisfactory to COUNTY.
- 4) Responsibilities of Grantee Regarding the Project. In undertaking and completing the Project, the SUBGRANTEE further agrees as follows:
 - a) Professional Services. The SUBGRANTEE agrees to perform all aspects of the Project in a professional manner and in accordance with the degree of care, competence and skills that would be exercised by a SUBGRANTEE under similar circumstances, to the satisfaction of the COUNTY.
 - b) Procurement and Administrative Regulations. SUBGRANTEE agrees to comply with federal procurement and administrative regulations as stated in 2 C.F.R. § 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations: as enacted in regulations by the U.S. Department of Health and Human Services.
 - c) Compliance with Laws. In the interpretation, execution, administration and enforcement of this Grant Agreement, SUBGRANTEE agrees to comply with all applicable state and federal laws, rules, and regulations, including but not limited to:

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

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

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

- a) Amendments. Any changes, modifications, revisions or amendments to this Grant Agreement which are mutually agreed upon in writing by the parties hereto shall be incorporated by written instrument, signed by all parties to this Grant Agreement.
- b) Applicable Law/Venue. The construction, interpretation and enforcement of this Grant Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Grant Agreement and the parties, and the exclusive venue for any action shall be in the First Judicial District, Laramie County, Wyoming.
- c) Assignment. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant Agreement without the prior written consent of the other party. In the event there is a sub-grant(s) under this Grant Agreement, SUBGRANTEE shall include all of the provisions of this Grant Agreement in every sub-grant agreement awarded and shall make such provisions binding on each sub-grantee as if it were the SUBGRANTEE hereunder. SUBGRANTEE shall not use this Grant Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of COUNTY.
- d) Assumption of Risk. SUBGRANTEE shall be responsible for any loss of state or federal funding, either administrative or program dollars, due to SUBGRANTEE'S failure to comply with this Agreement and all state or federal TANF requirements. COUNTY shall notify SUBGRANTEE of any state or federal determination of noncompliance.
- e) Attorneys' Fees. If COUNTY has to enforce this Grant Agreement as a result of a default in the performance of this Grant Agreement, COUNTY shall be entitled to its reasonable attorneys' fees and costs incurred in such enforcement.
- f) Confidentiality of Information: The SUBGRANTEE acknowledges that information it may receive or have access to as a result of its performance under this agreement may be confidential. SUBGRANTEE agrees that it shall comply with all applicable 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, CLIMB Application with revised budget (19 pages), Attachment B, Reporting (6 pages) and Attachment C, COUNTY's agreement with DFS (10 pages) represent the entire and integrated Grant Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- i) Indemnification: To the fullest extent permitted by law, SUBGRANTEE shall indemnify, defend and hold harmless COUNTY, and its officers, agents, employees, successors and assigns from any cause of action, losses, injuries, liabilities, damages, claims, demands or costs arising from or in connection with this grant agreement (including reasonable attorneys' fees) (collectively "Claims") arising out of all activities in connection with the Project, Grantee's (and any sub-grantee's) performance under this Grant Agreement, or failure by SUBGRANTEE (or any sub-grantee) to comply with the terms of this Agreement or any TANF program rules and/or regulations. SUBGRANTEE shall be solely liable and responsible for all acts or omissions in connection with the Project or the performance of the Project or this Agreement (including without limitation the acts, omissions or performance of the Project or this Agreement by any sub-grantee), including without limitation all Claims arising in connection therewith, and COUNTY (its officers, agents, employees, successors and assigns) shall have no liability to SUBGRANTEE, any sub-grantee or any third party for, and shall be released from, all such Claims.
- j) Independent Contractor: SUBGRANTEE shall function as an independent contractor for the purposes of this Grant Agreement, and shall not be considered an employee of COUNTY for any purpose. SUBGRANTEE shall assume sole responsibility for any debts or liabilities that may be incurred by the SUBGRANTEE in fulfilling the terms of this Grant Agreement, and shall be solely responsible for the payment of all federal, state and local taxes that may accrue because of this Grant Agreement. Nothing in this Grant Agreement shall be interpreted as authorizing SUBGRANTEE or its agents and/or employees to act as an agent or representative for or on behalf of COUNTY, or to incur any obligation of any kind on the behalf of COUNTY. SUBGRANTEE agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to COUNTY employees will inure to the benefit of SUBGRANTEE or SUBGRANTEE'S agents and/or employees as a result of this Grant Agreement.
- k) Kickbacks: SUBGRANTEE warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant Agreement.
- l) Notices: All notices arising out of, or from, the provisions of this Grant Agreement shall be in writing and given to the parties at the address provided under this Grant Agreement, either by regular U.S. mail or delivery in person. Delivery shall be deemed to have occurred 3 days following deposit in the U.S. mail or upon delivery in person.
- m) Grantee to Keep Informed: The SUBGRANTEE shall keep fully informed of all federal and state laws, local laws, regulations and all other orders and decrees of bodies or tribunals having any jurisdiction or authority which may, in any manner, affect the duties and responsibilities to be performed by SUBGRANTEE under the terms and conditions of this Grant Agreement.

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

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

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

LARAMIE COUNTY, WYOMING

By: _____
Gunnar Malm, Chairman
Laramie County Commissioners

Date:

By: _____
Debra Lee, Laramie County Clerk

Date:

CLIMB WYOMING OF CHEYENNE

By: Ray Fleming Dinneen
Ray Fleming Dinneen, Executive Director

September 9, 2020
Date:

REVIEWED AND APPROVED AS TO FORM ONLY

By: Mark Voss
Mark Voss, Laramie County Attorney

9/15/2020
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, Wyoming

Address: 310 W. 19th Street, Suite, 140 Cheyenne, WY 82001

Phone: 307-633-4201

Email address: newlandsandra@laramiecounty.com

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

Name: Misty Savage

Title: Program Director

Organization: Climb Wyoming

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

Phone: 307-778-0094

Email address: misty@climbwyoming.org

4. Program Name: Climb Wyoming in Laramie County

5. Requested Amount: \$75,000

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.

The Laramie County Grants Office is responsible for the completion of this section-all application will have the same answer provided.

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

Transportation: Laramie County relies on the Cheyenne Transit System for transportation needs. However, this is limited due to the size of the county. Most services are within the City of Cheyenne and are scheduled routes that do not allow flexibility on times. Curb-to-Curb service is also made available through the Cheyenne Transit System; however, this is done at an increased cost.

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 families, 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.

In Laramie County, Climb staff help moms navigate public transportation. Beyond providing information on transportation schedules, staff support participants in brainstorming a plan that works for them since public resources are not always an option due to the long traveling time or lack of access. Climb assists participants with transportation by providing attendance incentives that can be used for gas or providing gas reimbursement.

Uber and Lyft services are also available within the City of Cheyenne, but are often cost prohibitive to TANF participants. Each individual program works closely with their clients on mitigating transportation needs.

Homelessness: Laramie County relies on services such as the COMEA shelter, Cheyenne Interfaith Council, Good Will, the Unaccompanied Minor Initiative, Safehouse, Community Action of Laramie County, Family Promise and Habitat for Humanity. All of these organizations assist our TANF programs and clients in navigating providing services to the homeless population. If an individual program feels like a client of theirs is experiencing homelessness or on the verge of experiencing homelessness, they will provide referrals and contacts to these agencies. The CLIMB program also helps participant's access low income rentals if they are income qualified.

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?

It is challenging to find a transportation or housing resource that can solve the challenges of commuting or homelessness systemically. There are several eligible agencies listed in question number one that would possibly qualify for TANF funds. The County puts out a notice of application and holds a public hearing, and these agencies have never expressed interest or chosen not to respond to the TANF solicitation.

A. Summary of Proposed Program

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

Climb's mission is for low-income single mothers to discover self-sufficiency through career training and job placement. Low-income single mothers are first introduced to the program during the recruitment phase. The recruitment phase is a critical phase that helps candidates prepare for enrollment. Following recruitment, candidates are enrolled in the career training and job placement program, which includes the following key components: 1) life skills and tools to manage life outside work, such as parenting, conflict management and budgeting; 2) mental health services including both individual and group counseling with licensed therapists to address barriers to work; 3) job training encompassing industry-specific skills, resume building, mock interviews and workplace professionalism; and 4) job placement that is selected based on each participant's unique strengths and interests and includes continued support and performance evaluations with employers. The final phase of the program includes graduate services and ongoing support through monthly networking and support meetings, resume assistance and advice on workplace issues and wage increases. Climb staff provide hundreds of hours of support to single mothers within each phase of the program helping to achieve Climb's 93% graduation rate, a rate that exceeds outcomes from other programs in Wyoming and across the nation.

During the current COVID-19 crisis, Climb staff continue to help vulnerable families. A top priority is to serve as a resource hub for moms and their children during this critical time of need. Climb's model, developed over the past 34 years, intentionally creates structure, support, and skill-building in times of crisis. We're helping families access the tools to calm chaos and chart a path in unfamiliar territory. Staff are meeting with moms in safe, responsible ways to ensure these families are connected to community resources, while continuing to support them with advocacy, mental health needs, job training, and employment support. Understanding the potential longevity of the crisis and the vulnerability of our moms, Climb will continue to prioritize these efforts.

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

Not applicable

3. Area(s) served.

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

4. Population served.

Climb works with one of the most vulnerable populations in our state, low-income single mothers. Women ages 18-34 constitute one of the largest demographics of the Wyoming population living in poverty (Data USA, 2018). The average age of Climb participants is 30 and each participant has an average of two children. The women Climb serves are living in crisis: unemployed or working low-wage jobs that don't provide financial stability; dealing with stress that impacts executive functioning; and struggling to cover basic needs like food and housing. Though TANF income eligibility requirements state participants cannot exceed 185% of the Federal Poverty Level, the majority of Climb participants do not come close to that threshold.

Since 1986, the Cheyenne Climb site has served over 920 impoverished single mothers and over 1,500 of their children. Though TANF income eligibility requirements state participants cannot exceed 185% of the Federal Poverty Level, the majority of Climb participants do not come close to that threshold. Climb's five-year cumulative participant data demonstrates that participants served at the Cheyenne site live at only 29% of the Federal Poverty Level. This equates to a monthly income of just \$516 for a family size of three (Federal Poverty Level monthly income guidelines effective for 2019). The average wage of a Climb mom in the Cheyenne Area at application is \$527 per month, with 55% being unemployed and 45% working low wage jobs. Climb is helping families at a significantly low level of poverty. At program end, these families are doubling and tripling their income which is life changing for these mothers, their families and the community.

During October 1, 2020 through September 30, 2021, Cheyenne Climb will serve low-income single mothers as follows:

- Cheyenne Climb will recruit approximately 130 candidates and work closely with them to increase their stability so that they can successfully complete the career training and job placement phase of the program in the future.
- Cheyenne Climb will enroll approximately 30 new TANF eligible single mothers and continue services to about 20 mothers already enrolled in the career training and job placement phase program for a total of 50 participants.
- Cheyenne Climb will also continue to work with approximately 70 graduates. This phase occurs after completion of the program. Graduates receive continued support by staff that is often critical to their long-term job success.

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)?

Cheyenne Climb expects to offer three programs, one in the fall, winter and spring, each approximately six months long from recruitment through graduation. The exact start times and dates for these programs are determined based on industry needs and the current coronavirus situation. Program research and planning, a critical phase to determine employer needs and training components, happens throughout the year. Recruitment also occurs throughout the year. Once the training focus is determined, information meetings are held advertising the upcoming training. After program participants are determined, the intensive portion of the training lasts on average for three months depending on the job skills training curriculum and certificate type. Beyond job training, this phase includes life and workplace skills and therapeutic support. During this phase, participants often meet each day from 8am – 5pm. The subsidized job placement lasts approximately six to eight weeks. After this time period, the participant is expected to continue in their career and can access graduate support services. Ongoing support is critical for all graduates through planned events and personal graduate interactions as needed.

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.

Single mothers and their children experience the highest rates of poverty among families in Wyoming. The rate of women in Wyoming living in poverty is higher than both the rate for men and the overall Wyoming poverty rate¹. According to the 2019 Wyoming Kids Count Profile conducted by the Annie E. Casey Foundation, 37,000 Wyoming children lived in single-parent families and 18,000 Wyoming children lived in poverty². Poverty that is passed down from one generation to the next creates significant barriers to job success, trapping low-income single mothers and their children in a cycle that Climb participants are ready to break. If one spends their entire childhood in poverty, they are five times less likely to graduate from high school (Children's Defense Fund). Children benefit when parents increase their education and income since they have greater access to academic and extracurricular activities, more stable schedules at home and role models for career success. By providing career training and job placement, a supportive and therapeutic environment, and a comprehensive approach, Climb offers a hand up to low-income single mothers to help break the generational cycle of poverty.

¹<https://www.welfareinfo.org/poverty-rate/wyoming/>. Welfare Info, 2017.

²https://www.aecf.org/m/databook/2019KC_profile_WY.pdf. The Annie E. Casey Foundation, 2019 Wyoming Kids Count Profile.

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

Over the past 34 years, Climb has evolved into one of the nation's most successful models for moving families out of poverty. By working intentionally in groups, Climb allows women to build relationships, learn conflict resolution and self-regulation, accelerate job skills, and find success at work and in life. After just three months, graduates are starting new careers that

often double their income and allow them to transition off public assistance and provide financial stability for their children.

Along with increased income and consistent schedules, Climb participants learn about themselves through weekly counseling and parenting classes. They also learn executive functioning and communication skills. Climb has demonstrated that long-term self-sufficiency depends not just on employment but also on the ability to navigate decisions, conflict, challenges and emotions successfully. Life skills training sessions take place weekly to help participants develop skills to succeed in all areas of their lives. Topics include budgeting, healthy relationships, nutrition, childcare, conflict management and negotiation skills.

Since Climb's focus is on mothers, it is important to offer parenting skills training. The more stable a participant is in her parenting life, the more successful she will be in a long-term job opportunity. When parenting skills improve, absenteeism decreases and work focus grows. During parenting classes, participants experience a shift from thinking something is wrong with their child, to recognizing the impact of their approach, understanding their role, and learning the skills to address challenges and build healthy relationships with their children. These resources help them problem solve and communicate with others in their lives to provide a more stable home and rich school environment for their children to thrive.

Climb expects to meet or exceed the following performance measures annually:

- Recruit candidates and help them navigate barriers to employment through collaboration with community partners that provide resources such as food stamps, childcare assistance, housing and transportation.
 - At least 80% of the participants enrolled in the Climb program during the grant period will successfully complete the program.
 - 75% of graduates will be employed in full-time positions at program end.
 - 90% of the participants who complete the program will earn higher wages than when they entered the program.
 - Graduates will show a decrease in dependence on government benefits including food stamps, childcare assistance, Medicaid and other government benefits.
 - Climb will demonstrate a Return on Investment of at least 1.5 to 1.
 - Each Climb participant will receive both group and individual therapeutic support to gain skills with communication, healthy relationships and maintaining stable work and home environments.
 - Each Climb participant will participate in mock interviewing and workplace communication training to improve knowledge of pre-employment skills.
 - Climb staff will continue to collaborate with other organizations for life skills and workplace skills training and refer participants to external resources as needed.
3. Describe what research based programs and strategies will be utilized to make the program successful.

The key strategies of the Climb program model include the following:

Program Research and Planning: Climb staff identify career opportunities in growing fields with livable wages and engage and conduct surveys of businesses and industry groups. Based on this input, Climb works with a community college or private training entity to develop a curriculum for participants. The Climb research and planning phase is critical to determining

career paths where long-term job placements are available and provide self-sufficient wages and opportunities for advancement.

Participant Recruitment: Climb staff recruit and receive referrals for low-income single mothers who are most in need, and ready to transition to a new career opportunity. Program staff coach candidates to overcome obstacles such as low self-esteem, childcare, transportation and housing so they can participate. Each Climb program serves on average 10 low-income single mothers who complete the program as a group and evolve into a peer support network.

Comprehensive Training: Job skills trainings for participants develop the skills necessary to seek, obtain, and maintain stable, long-term careers in high-demand occupations. The comprehensive training phase includes industry specific training, work readiness training, life skills training, parenting skills training, mental health services (including both group and individual counseling provided by a Licensed Mental Health Provider) and participant advocacy services.

Job Placement: Participants transition to the workplace through the Climb job placement where they use skills learned during training in a position that is expected to become a long-term job. Staff members work closely with employers to ensure that participants are meeting expectations and offer additional support as needed. Depending on the needs of the situation, the job placement may include reimbursed wages to the employer.

Ongoing Support: Climb staff members meet with graduates after they finish the program to support success in the workplace and family stability. Climb staff also connect graduates to existing services and benefits in the community. Due to the comprehensive nature and intensity of the program model, it is important that Climb helps participants to maintain the success they have gained and meet challenges as they arise.

C. Community Partnerships

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

Since collaboration is a cornerstone of the Climb model, community partners play a critical role in program planning and implementation. Climb involves government agencies such as the Department of Family Services (DFS) to identify and address the needs of the working poor and avoid duplication of services in the community. Local businesses and corporations help Climb plan programs by providing information on the local economy and workforce needs and offering job placement experiences and hiring opportunities for Climb graduates at the end of the program. While Climb staff research programs, local businesses and industry groups help craft the training by explaining their hiring needs, potential wages, current demand, career paths, and traits and skills they are looking for in future employees. Climb staff then partner with community colleges, private training entities and future employers to develop the training curriculum that includes the required knowledge and skills for the training. This thorough research and planning with local businesses ensure that employer needs are met, and participants will be placed into long-term job opportunities with a self-sufficient wage and opportunities for career growth.

Once participants are placed, Climb staff continue to work closely with employers 1) to identify the appropriate match between graduate and employee, 2) to serve as a participant advocate with negotiating details of employment such as wages, work conditions and benefits, and 3) to engage in two work experience performance evaluations to model effective and appropriate

communication between the supervisor and employee. The performance evaluations confirm expectations are being met and identify ways the participant can improve if needed. As the participant nears the end of the agreement, Climb staff review the performance evaluations and advocate with the participant to transition into a permanent position. Staff takes both the participant and employer needs into consideration to ensure long-term success for all parties.

During the implementation of the program, Climb partners with dozens of individuals, agencies and organizations to help the participants address barriers to success and help families move out of poverty permanently. To provide increased success with recruitment, Climb has established relationships with specific divisions of DFS and community organizations for referrals. Climb partners with community colleges or private trainers to provide technical expertise during the program. Local citizens at each site volunteer as mock interviewers to help simulate the real-world interview experience for participants. Finally, Climb refers participants to outside agencies for additional mental health support or community support as needed.

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

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

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

Sierra Hills Assisted Living	Job placements
4 Quarters Excavation	Job placements
Duran Construction	Job placements
Wyoming Family Home Ownership Program	Resource for Home Ownership and financial education

3.

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

Climb's program success is built on a partnership between the Climb professional staff and the continued involvement of community members such as government officials, nonprofit organization and agency staff, and business leaders. Climb networks within each community and involves partners in collaborative planning, learning about employment demand and industry needs. Climb staff invites community members and government officials to graduations and other Climb sponsored events. Climb is committed to engaging in conversations about key components of our successful model to support other organizations working to reduce poverty.

Climb recognizes the importance of a diversified funding stream for long-term sustainability and has made significant strides in the private funding arena in the last five years. In order to continue to provide a comprehensive tuition-free program to Wyoming low-income single mothers and their families, Climb relies on critical public funding including the funding received from the Community Partnership Initiative grant. Over the past 34 years, Climb's effective model has worked to move Wyoming families out of poverty and has supported the TANF program's important purposes as described below.

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?

Climb's goals address the following purposes of TANF:

Climb helps end the dependence of needy parents on government benefits by promoting job preparation and work. Data shows that Climb graduates statewide decrease their food stamps usage, childcare assistance, and reliance on public healthcare due to the impact of Climb's career training and job placement program. Data provided by the Wyoming Department of Family Services indicates that Wyoming saves an average of \$871,464 and \$165,204 annually due to Climb participants' decreased food stamps usage and childcare assistance, respectively. Data provided through a partnership with the Wyoming Department of Health shows that as Climb graduates increase their wages and move off public health insurance, there is an estimated savings of \$1,193,544 annually to Wyoming.

Climb will provide assistance to needy families so that children may be cared for in their own homes. Children benefit when parents increase their education and income since they have greater access to academic and extracurricular activities, more stable schedules at home, and role models for career success. Along with increased income and consistent schedules, Climb participants learn about themselves through weekly counseling and parenting classes. They also learn executive functioning and communication skills. These resources help them problem solve and communicate with others in their lives to provide a more stable home and rich school environment for their children to thrive.

Furthermore, the goals of the Climb program align with the primary purposes of the TANF CPI grant as described below:

- Ensure community wide collaboration in planning and implementation efforts;
- Award TANF funding based on data-driven, community based decision making;

Climb strives to provide unique services while not duplicating existing community resources. Building strong relationships with referral agencies and community partners is a priority for site staff throughout the year. Some examples of these agencies and organizations include: DFS, Department of Workforce Services (DWS), County Public Health, Local Mental Health Centers, Emergency Agencies, Domestic Violence Agencies and Shelters, Local Housing Authorities, Community Resource Centers, Treatment Centers and Schools.

In recognition of its strong outcomes and innovative programming using TANF funds, the U.S. Department of Health and Human Services selected Climb for a comprehensive TANF case study along with a select few other employment and training programs in the country serving low-income individuals. This site visit occurred in March 2020. From this study, information regarding successful strategies will be shared with other agencies and policy makers helping groups across the country be more effective at breaking the generational cycle of poverty.

- Implement and evaluate effective, research based programs and strategies;

Climb has the unique flexibility to respond to a sites ever-changing economy and to quickly address critical labor shortages in different industries. Each career training and job placement phase of the program is in a high growth, high demand career which can offer employment opportunities with self-sufficient wages and room for growth. Climb takes pride in its planning phase and realizes workforce research and focus on external factors such as employer demand is a vital component to successful outcomes. From this critical planning phase, Cheyenne Climb was able to recently offer Commercial Driver's License, Certified Nursing Assistant, Office Careers and Medical Career trainings which had high local demand for employees.

- Provide services that will assist families in moving toward self-sufficiency; and

Though TANF income eligibility requirements state participants cannot exceed 185% of the Federal Poverty Level, the majority of Climb participants do not come close to that threshold. The average statewide participant is living at only 30% of the Federal Poverty Level at enrollment, which is equivalent to just \$533 per month for a family of three. Climb's five-year cumulative outcomes for participants show average monthly wages of \$513 at enrollment; wages that more than triple to \$1,914 three months post program. After just 90 days, Climb graduates are earning self-sufficient wages and benefits that allow them to transition off public assistance and provide financial stability for their children. Total Annual Earnings for 2019 Cheyenne Graduates increased from \$214,101 at application to \$930,530 at program end, a 335% increase.

- Enhance sustainability of community efforts beyond the funding period.

In over 30 years of experience, Climb has demonstrated that long-term, self-sufficiency depends not just on employment but also on the ability to navigate decisions, conflict,

challenges and emotions successfully. Life skills training sessions take place weekly to help participants develop skills to succeed in all areas of their lives. Topics include budgeting, healthy relationships, nutrition, childcare, conflict management and negotiation skills. Since Climb's focus is on mothers, it is important to offer parenting skills training. The more stable a participant is in her parenting life, the more successful she will be in a long-term job opportunity.

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
Show progress each quarter toward the final goal of 80% of the individuals enrolled in the program successfully completing the program.	80% of participants who enter the program will successfully complete it.	During recruitment, Climb staff help participants address any barriers including childcare and transportation. During the program Climb advocates for participants and provides mental health counseling to overcome barriers for success.	Climb tracks the participants who graduate in our customized participant database that can demonstrate trends over time.
75% of Climb program graduates will be employed after program completion.	75% of these program graduates will be employed after program completion.	Climb programs include pre-employment skills including job searching techniques, resume writing, interviewing techniques, employee/employer relationships, and job retention. Climb staff work with the participants to ensure a successful interview process and support the participant during job placement as she practices new skills.	Climb conducts participant follow-ups at 3-month intervals from program completion to 24 months post program. Climb collects employment data such as place of employment, hours per week and hourly wages as well as participant and child health insurance data. From program end to 12 months, Climb collects this data by Climb staff contacting participants via phone, email or text. From 15-24 months, Climb contracts with the Wyoming Survey and Analysis Center (WYSAC) to conduct the

			follow-ups via phone survey.
Show progress each quarter toward the final goal of individuals who completed the program earning 90% higher wages than when they entered the program.	75% of program graduates will be employed after program completion and will be earning a 90% higher wage than they were before the program.	Comprehensive training develops the participants' strengths and builds upon them through extensive training in high-demand, high-growth occupations that lead to self-sufficient wages. Climb staff follow up with employers to establish performance evaluations and communication for long-term success.	Climb conducts participant follow-ups at 3-month intervals from program completion to 24 months post program. Climb collects employment data such as place of employment, hours per week and hourly wages as well as participant and child health insurance data.
Show progress each quarter toward the final goal of 90% of the individuals who complete the program experiencing a decrease in the dependence on food stamps.	Over time, 90% of program graduates will show a decrease in their dependence on food stamps.	To continue to support the participants, Climb staff members meet with graduates after they finish the program to sustain success in the workplace and family stability.	In order to assess decreasing dependence on government benefits, Climb collects food stamp and childcare data from the Wyoming Department of Family Services.
50% of Climb program graduates who enter the program utilizing public healthcare will show a decrease in the dependence on public health insurance.	Of the graduates who enter the program utilizing public health insurance 50% will end their dependence on public health insurance.	To continue to support the participants, Climb staff members meet with graduates after they finish the program to sustain success in the workplace and family stability.	In order to assess decreasing dependence on government benefits, Climb collects health insurance data from the participants through the surveys.
Increased knowledge and skills regarding healthy relationships, strong and stable environments, communication	100% of single mother who enter the Climb program will have received life skills training and mental health counseling.	Climb offers life skills classes as parenting, budgeting, nutrition and more. Climb contracts with a licensed Mental Health Provider at each site and each participant	Climb staff determine the life skills for each program based on the needs of the participant group. All participants must participate in the mandatory individual and group counseling component of the Climb program.

and health behaviors.		receives individual and group counseling.	
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3. Describe your data collection methods to be used.

Climb formally tracks the progress of program participants for two years after completing the program. Climb staff members use a standardized interview to collect outcome data on each client at the following post program intervals: 3-months, 6-months, 9-months and 12-months after program completion. Climb partners with the Wyoming Survey and Analysis Center (WYSAC) to conduct second year follow-ups. WYSAC staff members use the same standardized interview questions to collect outcome data on each participant at the following intervals: 15-months, 18-months, 21-months and 24-months after program completion.

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

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

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

Program evaluation is a critical component of every Climb program. Always striving to better understand our impact and continually improve our efforts, Climb evaluates the results of the program quantitatively and qualitatively.

Quantitatively, staff track the number of candidates; participants who enroll in and complete the career training and job placement phase of the program; the number who acquire unsubsidized employment after program completion; changes in hourly wage rate; and childcare assistance, food stamps, and health care status before and after the program to evaluate levels of reliance on state assistance. Climb also tracks the Return on Investment for each participant. Climb tracks graduates through follow-ups at 3-month intervals from program completion to 24 months post program.

Statewide quantitative outcomes over the past five years include the following:

Graduation Rate: 93% of participants who started the Climb program successfully graduated.

Employment Rate and Wage: Though only 43% of participants were employed at application, 78% were employed two years after completing the program. The average wage of participants including the 57% that enter the program unemployed is \$513 per

month. Reaching an average wage two years post program of \$1,797 demonstrates a 250% wage progression.

Public Benefits: Almost 60% of Climb participants were on food stamps at intake. Two years post program, 87% have shown a decrease in food stamp usage, with 97% of those with a decrease eliminating benefits altogether. The percentage of participants on public health insurance decreased from 44% at intake to 21% two years post program, demonstrating a 52% decrease in utilization.

Return on Investment: The proposed program provides at least a 1.5 to 1 Return on Investment as demonstrated below.

Qualitatively, the program is evaluated by improved participant mental health and family relationships through licensed providers' assessments and mental health data accumulated pre- and post-program. The pre- and post- program mental health assessment identifies mental health symptoms and tracks symptom reduction post program. Climb staff utilize client self-report forms, staff observations, client interviews and client records to document each participant's progress. Climb collects participant feedback and personal experiences through the interviews at the end of the program. From the analyses, Climb staff determine if program approaches are achieving desired objectives. Results are used to make data driven program adjustments as necessary to enhance participant success.

G. TANF Recruitment

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

Staff recruit candidates who are most in need and ready for a life change. During the recruitment phase, staff outline the required knowledge, skills, and abilities, and other training and job requirements for the identified occupation and evaluate each candidate's level of competency in the area. Staff also conduct a thorough assessment to determine additional services available in the community which may include food stamps, childcare and housing assistance, or counseling. Accessing these services and experiencing the stability they can provide a family is critical to successfully completing the program and starting a long-term career. Staff connect candidates to these services and support them along the way. Staff remain in contact with candidates for potential admission into a future program as a participant when they are more stable and ready.

Climb staff accept referrals from local agencies and organizations, post ads in local media, send direct mail, distribute posters and flyers, host an information meeting, and make presentations at community events. Climb extensively uses digital media to target and reach potential participants, including ads via Google, YouTube and Facebook.

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

During October 1, 2020 through September 30, 2021, Cheyenne Climb will serve low-income single mothers as follows:

- Cheyenne Climb will recruit approximately 130 candidates and work closely with them to increase their stability so that they can successfully complete the career training and job placement phase of the program in the future.
- Cheyenne Climb will enroll approximately 30 new TANF eligible single mothers and continue services to about 20 mothers already enrolled in the career

- training and job placement phase program for a total of 50 participants.
 - Cheyenne Climb will also continue to work with approximately 70 graduates. This phase occurs after completion of the program. Graduates receive continued support by staff that is often critical to their long-term job success.
3. Provide an explanation on how income information will be gathered to determine TANF eligibility. Income eligibility shall be established by verifying gross family income for the previous month. Applicants shall use a TANF Eligibility Intake Form. A copy of the TANF Eligibility Intake Form shall be attached to this proposal.

Climb uses a rigorous process to ensure income eligibility for the Climb program. If a potential participant is utilizing food stamps, Climb program staff members verify this information with DFS to confirm TANF eligibility. If the potential participant is not utilizing food stamps, Climb program staff members verify employment and wages by checking pay stubs or verifying income with the applicant's employer to ensure that household income is less than or equal to 185% of the Federal Poverty Level. Other family income documents such as unemployment stubs, tax returns, or income verification from other applicable family members are also collected and included in documentation. Eligibility is documented on a provided TANF Eligibility Intake Form that is maintained in each participant's file and reviewed by a Climb home office employee who is specifically trained in eligibility determination. Any questions about eligibility are directed to the State of Wyoming's DFS TANF Program Manager prior to a participant's acceptance to Climb.

BUDGET

Instructions:

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

Budget:

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

Some other major funding sources (over \$1,000) include:

City of Cheyenne - \$15,000 (awarded)
United Way of Laramie County - \$35,000 (awarded)
Hughes Foundation - \$25,000 (awarded)
Mary H. Storer Foundation - \$15,000 (awarded)
Daniels Fund - \$25,000 (awarded)
Cross Charitable Foundation - \$5,000 (awarded)
Etchepare Family Foundation - \$5,000 (awarded)
State Farm - \$2,500 (awarded)
Wells Fargo - \$2,000 (pending)

First Interstate Bank - Cheyenne - \$3,000 (pending)
Walmart Distribution Center - \$2,000 (pending)
ANB Bank - Cheyenne - \$2,000 (pending)
Private Donors - \$50,000 (awarded)

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

Climb measures the impact on the community by tracking new and continued work with candidates as well as by comparing participants' wages at application and the increased wages the graduates earn 90 days post program.

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

- Impact without Program: Climb participants are making an average annual wage of \$6,324 before the program (\$527 per month for 12 months).
- Impact from Program: 90 days post program, graduates are employed making an average annual wage of \$24,732 (\$2,061 per month for 12 months).
- Total increase in wages over first year period = Impact from program \$24,732 - Impact without program \$6,324 = \$18,408.
- Total Cost per Client Served = \$75,000 divided by 180 clients = \$417. Number of clients totals 130 candidates, 30 new participants, and continued services to 20 participants.
- Climb ROI = **44.14 to 1** based on \$18,408 ÷ \$417.
- Climb ROI over the lifetime of a participant = **1,633.32 to 1** based on an average age of participant being 28 and working until age 65 (37 years post program) at an increased wage of \$18,408: 37 years x \$18,408 = \$681,096 ÷ \$417.

**Amount Requested from
Proposal:
\$60,000**

	Program Costs	Administration Costs	Summary and Justification for Budget Expense
Salaries Admin: Activities spent managing the grant. Program: Wages for all staff who provide direct client services.	33,600.00	4,480.00	Program Director (\$68,250 annual salary) is responsible for oversight and/or implementation of all aspects of the Climb program model with a primary focus on program coordination, planning and administration. Assistant Program Director (\$50,000 annual salary) is responsible for assisting the Program Director with implementation of all aspects of the Climb program model with a primary focus on program coordination and planning. The Business Liaison (\$65,100 annual salary) is responsible for establishing relationships with businesses and industries; working with training entities to ensure job-skills training

			<p>meets industry needs; recruiting employers; facilitating participant work placements; coordinating employer work evaluations; preparing case notes; assisting with the coordination of participant services such as vaccinations, drug tests, work clothing purchases, etc.; and addressing participant work needs as they arise. Program Coordinator (\$42,000 annual salary) is responsible for performing tasks required to ensure coordination of the multiple programs happening simultaneously throughout the office. Position is also responsible for efficiency of case management in order to meet the needs of participants, Climb staff members and community agencies. Program Coordinators also develop healthy and effective relationships that support the work of both Climb staff members and Climb participants. Administrative salaries are to support Climb's centralized home office staff that support the entire statewide operations to handle such things as budgeting, grant reporting, financial processing, insurance, auditing, and human resources. The amount reflected on this budget represents an allocation of time spent directly supporting the site as well as this grant.</p>
Employer Paid Benefits Admin: Activities spent managing the grant. Program: Wages for all staff who provide direct client services.	2,400	400	Retirement, health, dental, vision, and life insurance expenses for those employees that participate in Climb's insurance plan. (Program Director \$2,050; Assistant Program Director \$7,465; Business Liaisons \$1,653; Program Coordinator \$6,421)
Employer Payroll Taxes Admin: Activities spent managing the grant. Program: Wages for all staff who provide direct client services.	3,360	560	Employer paid payroll taxes are estimated at 10% of the salaries budgeted. (Program Director \$6,825; Assistant Program Director \$5,000; Business Liaisons \$6,825; Program Coordinator \$4,200)
Supplies Admin: Supplies and expenses needed to manage the grant. Program: Supplies needed for instructor use.	Click here to enter text.	Click here to enter text.	

Recruiting and Marketing Cannot include promotional items.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Travel Travel necessary to serve participants.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Rent and utilities Admin: Rent and utilities for time spent managing the grant. Program: Rent and utilities for space provided to direct services for participants.	6,000	N/A	Rent and utilities for office space, classrooms, and group/individual mental health treatment space. Also includes phone, fax, internet services, and cleaning of office space.
Participant Tuition and Class Fees	Click here to enter text.	Click here to enter text.	Click here to enter text.
Participant Class Supplies and Materials	Click here to enter text.	Click here to enter text.	
Participant License and Certification Fees	Click here to enter text.	Click here to enter text.	Click here to enter text.
Participant Drug and Aptitude Screening Can include other types of assessments.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Work Support Services and Clothing	Click here to enter text.	Click here to enter text.	Click here to enter text.
Participant Wages	Click here to enter text.	Click here to enter text.	Click here to enter text.
Participant Fringe Benefits	Click here to enter text.	Click here to enter text.	Click here to enter text.
Participant Incentives	1,600	N/A	Incentives earned by participants for completed goals to assist them with living expenses while in training.
Other Student Needs: Mental Health Provider	7,600	N/A	Amounts paid to contracted mental health provider for group and individual counseling services.
Sub-Total	54,560.00	5,440.00	Total Administrative Costs cannot exceed 10% of your total Program Costs
	60,000		

TOTAL BUDGET (Program + Admin)		
Number of TANF Participants Planning to Serve	180	
Cost Per TANF Participants	\$333.33	

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

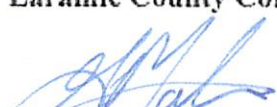
Date

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



Margaret A. R. Schwartz, Assistant Attorney General

8/19/20
Date

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