

NOTICE

**THE SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS
WILL MEET ON TUESDAY, October 4, 2016 AT 8:30 A.M.**

**IN THE COMMISSIONERS' CHAMBERS
(TENTATIVE AND SUBJECT TO CHANGE)**

PLEASE ARRIVE 15 MINUTES EARLIER THAN YOUR SCHEDULED TIME

PRELIMINARY

8:30 CALL TO ORDER
QUORUM PRESENT
PLEDGE OF ALLEGIANCE
APPROVAL OF AGENDA
APPROVAL OF MINUTES: September 20, 2016

ACCEPTANCE OF BILLS

Approval of County Vouchers/Warrants
Approval of Bonds
Approval of Abates/Rebates

COMMISSIONER COMMENTS/REPORTS

8:40 Commissioner Kolb
8:50 Commissioner Wendling
9:00 Chairman Johnson
9:10 Commissioner Van Matre
9:20 Commissioner West

COUNTY RESIDENT CONCERNS

9:30

ACTION/PRESENTATION ITEMS

9:40 Approval of the FFY 2017 TANF CPI Grant Contract and Subcontract

9:45 Letter of Support for the Family Resource Center's 2016 Access and Visitation Grant Application

9:50 Domestic Violence Awareness Month Proclamation

- 10:00** Road & Bridge Equipment Lease Approval
- 10:10** Update on Communities Protecting the Green River
- 10:25** West Side W-K Lift Station Update
- 10:35** Discussion Regarding Response to Letter Received from Mr. Gerald D. Klein, CEO of Memorial Hospital of SWCO
- 10:50** Request Approval for Payment of Flu Vaccinations for Employees and Retirees of SWCO and Component Units
- 10:55** Request Approval of Financial Renewal Amendment with UMR

OTHER

11:00

EXECUTIVE SESSION AS NEEDED

ADJOURN

[Per Wyo. Stat. §18-3-516\(f\) County information can be accessed on the County's website at www.sweet.wy.us](http://www.sweet.wy.us)

**The draft packet will be available on the county website
on Friday afternoon (prior to the meeting)**

September 20, 2016

Green River, WY

The Board of County Commissioners met this day at 8:30 a.m. in Regular Session with all commissioners present. The meeting opened with the Pledge of Allegiance.

Approval of Agenda

Commissioner West moved to approve the agenda. Commissioner Wendling seconded the motion. The motion carried.

Approval of Minutes: 9-6-16

Commissioner Kolb moved to approve the minutes dated September 6, 2016. Commissioner Van Matre seconded the motion. The motion carried.

Acceptance of Bills

Approval of County Vouchers/Warrants, Monthly Reports, and Abates/Rebates

Commissioner Wendling moved to approve the county vouchers/warrants, monthly reports and the abates/rebates. Commissioner Kolb seconded the motion. The motion carried.

WARRANT NO.s	PAYEE	DESCRIPTION	AMOUNT
	EMPLOYEES AND PAYROLL VENDORS	PAYROLL RUN	None
18422	OPTUM BK INC GRP ID 76411492	CONTRIBUTIONS	3,144.50
18423	STAFFORD, NANCY	MEALS/MILEAGE	533.49
71157	BRIDGER VALLEY ELECTRIC ASSN	UTILITIES	111.28
71158	CENTURYLINK	PHONE BILL	1,666.87
71159	CENTURYLINK	PHONE BILL	2,654.71
71160	CITY OF GREEN RIVER	UTILITIES	2,537.00
71161	DIRECTV	TV	17.99
71162	MAILFINANCE	LEASE	3,785.76
71163	QUESTAR GAS	UTILITIES	2,114.82
71164	ROCK SPRINGS MUNICIPAL UTILITY	UTILITIES	5,323.02
71165	ROCKY MTN POWER	UTILITIES	8,103.76
71166	SWEETWATER CABLE TV	TV	183.48
71167	U S POSTAL SERVICE (NEOPOST POSTAGE-ON CALL)	POSTAGE	6,000.00
71168	WEST SIDE WATER & SEWER DISTRICT	UTILITIES	3,200.00
71169	WYOMING DEPT OF WORKFORCE SVS	WORKER'S COMPENSATION	22,036.27
71170	WYOMING RETIREMENT SYSTEM	RETIREMENT	223,402.08
71171	WYOMING RETIREMENT SYSTEM	RETIREMENT	105.00
71172	WYOMING WASTE SERVICES - ROCK	UTILITIES	1,338.14
71173	CENTURYLINK	CONSTRUCTION	5,970.33
71174	HOME DEPOT CREDIT SERVICES	SUPPLIES/TOOLS	808.90
71175	PAYMENT REMITTANCE CENTER - 4296	MEALS/LODGING	255.40
71176	PAYMENT REMITTANCE CENTER - 3009	SOFTWARE/SUPPLIES	507.28
71177	PAYMENT REMITTANCE CENTER - 7860	CONFERENCE/SOFTWARE/COURSE/LODGING/TRAVEL	1,799.70
71178	PAYMENT REMITTANCE CENTER - 2452	MEALS/TRAVEL	320.14
71179	PAYMENT REMITTANCE CENTER - 2478	MEALS/TRAVEL	525.74
71180	PAYMENT REMITTANCE CENTER - 2460	MEALS/TRAVEL	494.16
71181	PAYMENT REMITTANCE CENTER - 3065	MEALS	105.62
71182	ROCKY MTN POWER	UTILITIES	797.73
71183	SATCOM GLOBAL LTD	SIM CARDS	136.32
71184	TOWN OF WAMSUTTER	UTILITIES	58.00
71185	UNION TELEPHONE COMPANY INC	CELL PHONES	207.40
71186	UNION TELEPHONE COMPANY INC	PHONES/AIRCARDS/EQUIPMENT	3,086.39
71187	VERIZON WIRELESS	PHONES/AIRCARDS	3,616.35
71188	WEX BANK	FUEL	16,947.93
71189	ACE HARDWARE	SUPPLIES/TOOLS	317.75
71190	ACE HARDWARE #11263-C	SUPPLIES	80.40
71191	ALLEN, CHERYL	MILEAGE	142.56
71192	ALPINE PURE WATER	RENTAL/WATER	26.50
71193	BADGER DAYLIGHTING CORP	PUMPING	1,725.00
71194	BATTERY SYSTEMS INC	BATTERIES	117.46
71195	BENNETT PAINT & GLASS	PAINT/SEALANT	335.44
71196	BOB BARKER COMPANY INC	INMATE SUPPLIES	533.89
71197	BROWN, JEFFREY D	MILEAGE	206.28
71198	CAPITAL BUSINESS SYSTEMS INC	CONTRACT	99.04
71199	CARQUEST AUTO PARTS	PARTS	1,847.18
71200	CASTILLON D.D.S. LLC, A. BRYCE	INMATE DENTAL	1,613.00
71201	CASTLE ROCK HOSPITAL DISTRICT	BUDGET ALLOCATION	7,500.00
71202	CDW GOVERNMENT	EQUIPMENT	120.69
71203	CHEMATOX LABORATORY INC	TOXICOLOGY	485.00
71204	CIGNA	PREMIUMS	21,695.91
71205	COMMUNICATION TECHNOLOGIES INC	BOOSTERS/RENT	1,119.98
71206	COPIER & SUPPLY CO INC	TONER	89.90
71207	CRAWFORD SUPPLY COMPANY	INMATE SUPPLIES	108.00
71208	CREATIVE CULTURE INSIGNIA LLC	COINS	1,888.50

71209	D & L EXCAVATION INC	SERVICES	3,659.40
71210	DELTA DENTAL	FEES	2,061.25
71211	DESERT VIEW ANIMAL HOSPITAL	VETERINARY	226.11
71212	DIVERSIFIED INSURANCE BEN SERV LLC	FEES	997.16
71213	DIVERSIFIED INSURANCE BEN SERV LLC	FEES	6,000.00
71214	DIXON INFORMATION INC	TESTING	288.00
71215	DUSTBUSTERS INC	DUSTGUARD	194,205.05
71216	ELECTION SYSTEMS & SOFTWARE INC	POLLBOOKS/ROUTERS	2,357.63
71217	EMPLOYERS COUNCIL SERVICES INC	PRE-EMPLOYMENT	70.00
71218	F B MCFADDEN WHOLESALE COMPANY	SUPPLIES	2,480.78
71219	F B MCFADDEN WHOLESALE COMPANY	COMMISSARY/INMATE FOOD	3,347.95
71220	FEDEX	POSTAGE	59.71
71221	FIRST CHOICE FORD	PARTS	103.67
71222	FREMONT MOTOR ROCK SPRINGS INC	PARTS	651.52
71223	G & K SERVICES	SERVICES	300.63
71224	GOLDEN HOUR SENIOR CENTER INC	BUDGET ALLOCATION	20,250.00
71225	GOVCONNECTION INC	TONER	935.56
71226	GRAINGER	GLOVES	140.40
71227	GREEN RIVER STAR	ADS	4,520.25
71228	HARTON P C, STEVE	FEES	770.00
71229	HIGH SECURITY LOCK & ALARM	REPAIRS/KEYS	288.80
71230	HOMAX OIL SALES INC	FUEL/OIL	5,822.74
71231	HOSE & RUBBER SUPPLY	PARTS	180.01
71232	HOSPICE OF SWEETWATER COUNTY	BUDGET ALLOCATION	22,050.00
71233	HY-KO SUPPLY	SUPPLIES	5,475.20
71234	IBS INCORPORATED	PARTS	402.35
71235	IDENTISYS INC	BADGES	396.06
71236	INBERG-MILLER ENGINEERS	INSPECTIONS	9,381.93
71237	INDO AMERICAN ENGINEERING INC	ENGINEERING	15,970.47
71238	INDUSTRIAL HOIST AND CRANE	INSPECTION	171.38
71239	INDUSTRIAL SOLUTIONS INC	SERVICES	717.00
71240	INTOXIMETERS	SUPPLIES	146.25
71241	IPROMO AND MEMORY SUPPLIERS	OFFICE SUPPLIES	1,745.00
71242	JACK'S TRUCK & EQUIPMENT	PARTS/LABOR	3,293.93
71243	JENNY SERVICE CO	INMATE SUPPLIES	603.40
71244	JOHNSON, WALLY J	MEALS	31.40
71245	KEEFE SUPPLY COMPANY	COMMISSARY	274.42
71246	LAWN WORLD	SERVICES	4,080.00
71247	LITTLE AMERICA - CHEYENNE	LODGING	337.00
71248	MARSHALL'S TRUCK REPAIR LLC	TOW	69.00
71249	MATTHEW BENDER & CO INC	OFFICE SUPPLIES	980.86
71250	MEADOW GOLD DAIRIES SLC	INMATE FOOD	2,121.84
71251	MED-TECH RESOURCE INC	SUPPLIES	294.92
71252	MEMORIAL HOSPITAL OF SW CO	TESTING	360.00
71253	NAPA AUTO PARTS UNLIMITED	PARTS	247.92
71254	NEW FRONTIER IMAGING LLC	INMATE MEDICAL	528.00
71255	NICHOLAS & COMPANY	INMATE FOOD	2,489.12
71256	NOVUS GLASS	WINDSHIELD	195.00
71257	NUTECH SPECIALTIES INC	SUPPLIES	178.66
71258	OCEGUERA ALVAREZ, MIREYA YASMIN	TRANSLATION	37.50
71259	LAW OFFICE OF BOBBY W PINEDA	FEES	720.00
71260	PLAINSMAN PRINTING & SUPPLY	OFFICE SUPPLIES	99.97
71261	PM AUTOGLASS INC	WINDSHIELD	185.00
71262	PUBLIC DEFENDER	RENT	2,500.00
71263	QUILL CORPORATION	OFFICE SUPPLIES	111.95
71264	R S REFRIGERATION SUPPLY	PARTS	32.28
71265	REAL KLEEN INC	SUPPLIES	224.10
71266	REGIONAL SUPPLY INC	ROLLAMAT	125.72
71267	REILLY, CARLA S	RENT	600.00
71268	ROCK SPRINGS CHAMBER OF COMMERCE	CONTRACT	5,000.00
71269	ROCK SPRINGS NEWSPAPERS INC	ADS	8,768.82
71270	ROCK SPRINGS NEWSPAPERS INC	AD	16.64
71271	ROCKY MOUNTAIN WASH, LLC	WASH	11.75
71272	S & L INDUSTRIAL	STRIPING	70,683.98
71273	SHADOW MOUNTAIN WATER OF WYO INC	RENTAL/WATER	9.80
71274	SIX STATES DISTRIBUTORS INC	SUPPLIES	31.64
71275	SKAGGS COMPANIES INC	UNIFORMS/SUPPLIES	1,736.59
71276	SKYWEST AIRLINES INC	SUBSIDY	213,570.36
71277	SMITH POWER PRODUCTS INC	REPAIRS	692.20
71278	SMYTH PRINTING INC	OFFICE SUPPLIES	122.70
71279	SODEXO INC & AFFILIATES	REFRESHMENTS	443.10
71280	SOUTHWEST COUNSELING SERVICE	PRE-EMPLOYMENT	146.00
71281	STERLING COMMUNICATIONS & ELECTRONICS	RENT	254.00
71282	STOTZ EQUIPMENT	RENTAL/PARTS	3,974.02
71283	SW CO CLERK DISTRICT COURT	FEE	20.00
71284	SWEETWATER CO SCHOOL DISTRICT #1	GRANT EXPENSES	64.56
71285	SWEETWATER COUNTY HEALTH BOARD	BUDGET ALLOCATION	49,200.25
71286	SWEETWATER COUNTY INSURANCE	PREMIUMS/BENEFITS/CLAIMS	355,047.86
71287	SWEETWATER CO WEED & PEST DISTRICT	TREATMENT/BLOCKS	162.56
71288	SWEETWATERNOW LLC	AD	250.00
71289	SWICK'S MATCO TOOLS	TOOLS	18.50
71290	SWISHER	SUPPLIES	1,058.19
71291	TASC CLIENT SERVICES	FEES	1,282.52

71292	TERMINIX OF WYOMING	SERVICES	190.00
71293	THE MASTER'S TOUCH LLC	POSTAGE	1,870.66
71294	THE RADIO NETWORK	ADS	936.00
71295	THE TIRE DEN INC	TIRES/ALIGNMENT/LABOR	922.00
71296	U S FOODS INC	INMATE FOOD	3,376.47
71297	UMR INC	FEES	11,635.70
71298	UNITED HEALTHCARE INSURANCE CO	FEES	6,694.81
71299	UNITED SITE SERVICES	RESTROOM	192.00
71300	VAN MATRE, DON	MILEAGE/LUNCHEON	595.24
71301	VIRS	BUDGET ALLOCATION	15,353.84
71302	VISION SERVICE PLAN	PREMIUMS	7,540.80
71303	W A R M PROPERTY INSURANCE POOL	SALVAGE	200.00
71304	WAXIE SANITARY SUPPLY	SUPPLIES	4,572.42
71305	WEIMER, JACK	MEAL	79.76
71306	WENDLING, RANDAL M	MILEAGE	206.28
71307	WC3	INSPECTIONS	465.00
71308	WESTERN RELIEF LLC	RESTROOMS	246.00
71309	WESTERN WYOMING COLLEGE	OFFICE SUPPLIES	17.02
71310	WESTERN WYO COMMUNITY COLLEGE	TELEPHONE	5.56
71311	WHISLER CHEVROLET COMPANY	PARTS	363.75
71312	WYO LAW ENFORCEMENT ACADEMY	CERTIFICATION	1,100.00
71313	WYOMING MACHINERY COMPANY	PARTS	935.28
71314	YOUNG AT HEART CENTER	GRANT EXPENSES	3,008.11
71315	YWCA OF SWEETWATER COUNTY	BUDGET ALLOCATION/ GRANT EXPENSES	33,553.65
GRAND TOTAL:			1,495,468.68

The following abates/rebates were placed on file:

TAXPAYER	VALUATION	TAXPAYER	VALUATION
KERR MCGEE OIL & GAS ONSHORE LP	-11,188	MEMORIAL PRODUCTION OPERATING LLC	-14,447
GORMAN EARL J & BETTY JO	-475	FASCINATIONS INTERNET SERVICE-MONTE CHAMBERS	-1,381
ROCKY MOUNTAIN PIPELINE SYSTEMS LLC	-11,239	ACME ELECTRIC TOOL CRIB	-279
ROCKY MOUNTAIN PIPELINE SYSTEMS LLC	-7,725	AUTOMOTIVE RESOURCES INT	-5,976
MEMORIAL PRODUCTION OPERATING LLC	-7,451		

Commissioner Comments/Reports

Commissioner West

Commissioner West commented on the previous request from the Sweetwater County Events Complex to sponsor a grant for the stalls and mentioned that dirt work would be involved and explained that the Events Complex will be contracting the dirt work to be done and will not require the assistance of the Road and Bridge Department. Commissioner West recommended allowing Southwest Counseling to utilize office space at the Human Services Building and requested that Southwest Counseling work directly with Human Resource Director Garry McLean on the particulars. Following discussion, the commission supported the request allowing Southwest Counseling to utilize office space at the Human Services Building. Commissioner West reported on the meeting he attended for 4-H. Commissioner West noted that he will attend the economic impact study interview with Quorum Health Resources this evening. Commissioner West noted that he did not receive the invitation for the Pierotto Ditch Ground Breaking Ceremony. Chairman Johnson apologized for the oversight.

Commissioner Kolb

Commissioner Kolb reported on meetings he attended for the Memorial Hospital Board of Trustees and Planning & Zoning. Commissioner Kolb addressed the hospital board request to meet with two commissioners and questioned who would like to attend with him. Following discussion, the commission concurred to have Chairman Johnson and Commissioner Kolb attend the meeting. Commissioner Kolb noted that he attended the retirement party for County Assessor Deputy Jill Miller, the Memorial Hospital of Sweetwater County appreciation meeting, the Rock Springs Chamber of Commerce Ribbon Cutting Ceremony, an Ice Cream Social at the Rock Springs Chamber, and the 9-11 Memorial Ceremony. Commissioner Kolb explained that the Joint Minerals Committee will be meeting in Rock Springs on October 10-11, 2016 and Senator Craft will be hosting dinner at her house for the committee and invited guests. Commissioner Kolb questioned if the commission would be interested in helping to sponsor the dinner. Following discussion, the commission concurred to help sponsor the dinner. Commissioner Kolb addressed the Elections Corporation Committee working on extra-territorial authority with cities and counties. Commissioner Kolb noted that he spoke with Rocket Miner Reporter Ann Jantz, Accounting Manager Bonnie Berry, County Clerk Dale Davis, County Treasurer Robb Slaughter, Land Use Director Eric Bingham, Grants Manager Krisena Marchal, County Assessor Pat Drinkle, and Deputy County Attorney Jim Schermetzler. Commissioner Kolb expressed his displeasure regarding the Conservation District not inviting the commission to the Pierotto Ditch Ground Breaking Ceremony. Chairman Johnson apologized for the oversight.

Commissioner Wendling

Commissioner Wendling reported that he attended the Eden Valley Solid Waste Disposal District meeting and the 9-11 Memorial Ceremony. Commissioner Wendling further reported on meetings he attended for

the Tri-partite Board and the Star Board. Commissioner Wendling noted that he received a letter from NACO confirming his nomination as a member of the Community, Economic and Workforce Development Steering Committee.

Chairman Johnson

Chairman Johnson read aloud the report received from Facilities Manager Chuck Radosevich. Chairman Johnson addressed the mule deer corridor and noted that he had the opportunity to fly the upper portion of the corridor. Chairman Johnson reported on the meeting he attended for the Coalition of Local Governments. Lastly, Chairman Johnson addressed the Pierotto Ditch Ground Breaking Ceremony and apologized for the political oversight on his part by not forwarding the invitation to the commission.

Commissioner Van Matre

Commissioner Van Matre reported on meetings he attended for the Museum Board and the Airport Board. Commissioner Van Matre further reported that he attended two 9-11 Memorial Ceremonies and the Ice Cream Social at the Rock Springs Chamber of Commerce. Commissioner Van Matre noted that he spoke with Facilities Manager Chuck Radosevich, Airport Manager Devon Brubaker, Campbell County Commissioner Micky Shober, and Human Resource Director Garry McLean. Commissioner Van Matre noted that he attended County Assessor Deputy Jill Miller's retirement party. Commissioner Van Matre addressed the request for the cornerstone explaining that the dedication would be done during the ground breaking ceremony.

The commission addressed the construction of the Justice Center.

County Resident Concerns

Chairman Johnson opened county resident concerns. Hearing no comments, the county resident concerns comment period was closed.

Break

Chairman Johnson called for a break.

Action/Presentation Items

Approval of Human Service Contracts

Accounting Manager Bonnie Berry presented the Human Service Contracts. Chairman Johnson entertained a motion to approve the agreement between the Sweetwater County Commission, the Western Wyoming Family Health and The Youth Home, Inc. *Commissioner West moved to approve Commissioner Wendling seconded the motion.* Following discussion, the motion carried.

Approval of the FFY 2017 Community Services Block Grant (CSBG) Contracts and Subcontracts

Grants Manager Krisena Marchal presented the FFY 2017 Community Services Block Grant (CSBG) contracts and subcontracts. Following discussion, Chairman Johnson entertained a motion to approve, and authorize the Chairman to sign, the Federal Fiscal Year 2017 Community Services Block Grant Contract, and Subcontracts between Sweetwater County and the Food Bank of Sweetwater County, Rock Springs Young at Heart, Sweetwater County School District #1, Sweetwater Family Resource Center, and the YWCA of Sweetwater County. *Commissioner Wendling so moved. Commissioner Kolb seconded the motion.* The motion carried.

Building Projects: Museum and Reliance Tipple

Sweetwater County Museum Executive Director Brie Blasi explained that historic elements of the exterior of the museum building are in need of repair and shared that they have addressed the concerns with the facilities and custodial staff relative to preventative measures and will research grant funding for the conservation work. Ms. Blasi addressed complaints received regarding graffiti at the Reliance Tipple and measures to assist in preventing unauthorized access to the site. Following discussion, the commission expressed their appreciation for the update and concurred with the recommendations brought forward.

Recreation Board Update

Recreation Board President Keaton West and Superintendent Chris Bradford provided an update on the voluntary separation program, facilities, and parks. Following discussion, the commission expressed their appreciation for the update.

Drop Structure Construction Update

Sweetwater County Conservation District Chair Mary Thoman, Clerk Karen Pecheny, and IME Engineer Mike Brown updated the commission on the Drop Structure construction. Following discussion, the commission expressed their appreciation for the update. Ms. Thoman echoed Chairman Johnson's apology for not contacting each commissioner for the ground breaking and noted that she would make sure each commissioner had an invitation to the ribbon cutting.

Request to Replace Position in the Treasurer's Office

County Treasurer Robb Slaughter and Human Resource Director Garry McLean requested authorization to replace a position in the Sweetwater County Treasurer's office. Following discussion regarding the voluntary separation program and attrition versus lay-offs, Chairman Johnson entertained a motion to approve the request as presented to replace a full time position in the treasurer's office. *Commissioner West so moved. Commissioner Wendling seconded the motion.* The motion carried with Commissioner Kolb voting in opposition.

Executive Session(s)-Personnel/Legal

Chairman Johnson entertained a motion to enter into executive session for personnel, legal and litigation. **Commissioner Wendling so moved. Commissioner Kolb seconded the motion.** The motion carried. A quorum of the commission was present.

After coming out of executive session, Chairman Johnson explained that no action was required.

Lunch

Chairman Johnson recessed the meeting for lunch. After the lunch break, Chairman Johnson opened the afternoon session.

Planning & Zoning- Public Hearing

Blaine & Judith Sweat - Variance Setback Requirements

Land Use Director Eric Bingham provided the Planning & Zoning report and presented Resolution 16-09-ZO-01. Land owner Blaine Sweat was present. Following discussion, Chairman Johnson opened the public hearing. Hearing no comments, the public hearing was closed. **Commissioner Kolb moved to approve Resolution 16-09-ZO-01. Commissioner West seconded the motion.** The motion carried.

**RESOLUTION 16-09-ZO-01 – APPROVED
BLAINE AND JUDITH SWEAT
VARIANCE
SETBACK REQUIREMENTS**

WHEREAS, Blaine & Judith Sweat are requesting a Variance from the setback requirements of the R-2 Zoning District found in Section 5 of the 2015 Zoning Resolution. This Variance request, if approved, will allow an existing accessory structure to encroach one foot into the required five foot side setback on property located at 149 Hoskins Lane which is zoned Mixed Residential (R-2). This one acre parcel is owned by Blaine & Judith Sweat and is legally described as:

Mountaineer Subdivision, 2nd Section, Block 1, Lot B, Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on September 20, 2016 and has given due consideration to the recommendation of the Planning and Zoning Commission and to all the evidence and testimony presented at the hearing;

NOW THEREFORE BE IT RESOLVED that the Sweetwater County Board of County Commissioners APPROVES the Variance from the Setback Requirements of the R-2 Zoning District to allow a one foot encroachment into the side setback requirement of five feet with the following condition:

1. No additional openings (doors, windows, etc.) will be allowed in the wall of the structure that encroaches into the setback.

Dated this 20th day of September, 2016.

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

John K. Kolb, Member

Don Van Matre, Member

Randal M. Wendling, Member

ATTEST:

Steven Dale Davis, County Clerk

Reid O. West, Member

Language Amendments- Zoning Resolution- Solar Energy Regulations

Land Use Director Eric Bingham provided the Planning & Zoning report and presented Resolution 16-09-CC-03. Following discussion, Chairman Johnson opened the public hearing. Solvay Representative Tim Brown and Ciner Representative Craig Rood were present to address their concerns. Hearing no comments, the public hearing was closed. Chairman Johnson entertained a motion to approve Resolution 16-09-CC-03. **Commissioner Kolb moved to approve 16-09-CC-03. Commissioner Wendling seconded the motion.** Following discussion, the motion carried.

**RESOLUTION 16-09-CC-03
LANGUAGE AMENDMENTS TO THE**

SWEETWATER COUNTY ZONING RESOLUTION
SECTION 4 – ADMINISTRATION & ENFORCEMENT
SECTION 7 – CONDITIONAL USES
SECTION 21 – DEFINITIONS
SOLAR ENERGY REGULATIONS

WHEREAS, on May 6, 2016 the Sweetwater County Land Use Department advertised that a public hearing would be held on June 8, 2016 at 10:00 a.m. before the Planning and Zoning Commission at which time language amendments to Sections 4, 7 and 21 of the Sweetwater County Zoning Resolution would be proposed; and

WHEREAS, the Sweetwater County Planning and Zoning Commission held a public hearing on June 8, 2016, at which time these proposed amendments were tabled, and;

WHEREAS, the Sweetwater County Planning and Zoning Commission voted unanimously to take from the table the proposed amendments at a public hearing held on July 13, 2016 and at this public hearing requested and received public comment and voted 5-0 to approve and certify the proposed language amendments, and;

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on July 19, 2016, gave due consideration to the recommendation of the Planning and Zoning commission as well as to all the evidence and testimony presented at the hearing, and voted unanimously to sign a Notice of Intent to consider adoption of the language amendments to the Sweetwater County Zoning Resolution, and;

WHEREAS, this Notice of Intent called for public comments to be received by September 3, 2016 and that the Sweetwater County Board of County Commissioners would consider adoption of these new rules after a public hearing on September 6, 2016, which was postponed and a public notice was advertised on September 7, 2016 for a public hearing to be held on September 20, 2016, and;

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on September 20, 2016, gave due consideration to the recommendation of the Planning and Zoning commission as well as to all the evidence and testimony presented at the hearing, and voted unanimously to adopt the language amendments to the Sweetwater County Zoning Resolution;

NOW THEREFORE BE IT RESOLVED that the Sweetwater County Board of County Commissioners ADOPTS the Language Amendments to Sections 4, 7 and 21 of the Sweetwater County Zoning Resolution regarding Solar Energy Systems, which are attached hereto and entitled “Board of County Commissioners Resolution 16-09-CC-03; Language Amendments to the Sweetwater County Zoning Resolution; Solar Energy Systems” and allows the Land Use Department to reorganize sections and subsections and to make minor administrative changes.

Dated this 20th day of September, 2016.

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

John K. Kolb, Member

Don Van Matre, Member

Randal M. Wendling, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

Action Items/Presentations Continued

Public Opinion Results for Accessory Residential Tracks North of Rock Springs

Land Use Director Eric Bingham presented the public opinion results for accessory residential tracks north of Rock Springs. Following discussion relative to addressing resident desires, the requirements for setbacks, regulations for noise and dust and lot size, the commission concurred to allow staff to explore options and come back to the Board of County Commissioners with a recommendation.

Adjourn

There being no further business to come before the Board this day, the meeting was adjourned subject to the call of the Chairman

This meeting was recorded and is available from the County Clerk's office at the Sweetwater County Courthouse in Green River, Wyoming

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

John K. Kolb, Member

Don Van Matre, Member

Randal M. Wendling, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

	DATE	AMOUNT	WARRANT #'S
EAL	9/23/2016	598,767.98	71317-71324
EAL	9/30/2016	26,597.12	
EAL	10/4/2016	859,369.36	
EAL			

			Check #	Advice #
Payroll Run	2,793.32	Payroll:	71316	18424
Payroll Run				
Payroll Run				

TOTAL AMOUNT \$1,487,527.78

Vouchers in the above amount are hereby approved and ordered paid this date of 10/04/16

Wally J. Johnson, County Commissioner

John K. Kolb, County Commissioner

Don Van Matre, County Commissioner

Randal M. Wendling, County Commissioner

Attest:

County Clerk

Reid O. West, County Commissioner

Authorization for Bonds
10-4-16

Kelly McGovern SWCO School District No. 1, Superintendent \$50,000.00

THE BOARD OF COUNTY COMMISSIONERS
FOR SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

John K. Kolb, Member

Donald Van Matre, Member

Attest:

Randal M. Wendling, Member

Steven Dale Davis, County Clerk

Reid O. West, Member

James P. Schermetzler, Deputy County Attorney

Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 54932416

That we Kelly Mc Govern

of Rock Springs, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound

unto _____, the State of Wyoming, in the penal

sum of Fifty Thousand and 00/100 DOLLARS (\$ 50,000.00),

to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 22nd day of June, 2016.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden

Appointed

Principal was duly Elected to the office of Superintendent

in the at Sweetwater County School District No. 1

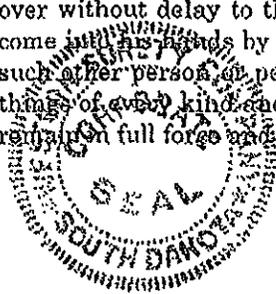
and State aforesaid for the term beginning October 15, 2016, and ending

October 15, 2017.

NOW THEREFORE, If the above bounden Principal and his deputies shall faithfully, honestly and

impartially perform all the duties of his said office of Superintendent

as is or may be prescribed by law, and shall with all reasonable skill, diligence, good faith and honesty safely keep and be responsible for all funds coming into the hands of such officer by virtue of his office; and pay over without delay to the person or persons authorized by law to receive the same, all moneys which may come into his hands by virtue of his said office; and shall well and truly deliver to his successor in office, or such other person or persons as are authorized by law to receive the same, all moneys, books, papers and things of every kind and nature held by him as such officer, the above obligation shall be void, otherwise to remain in full force and effect.



Kelly Mc Govern
Principal

WESTERN SURETY COMPANY

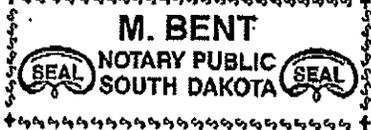
By Paul T. Brudat
Paul T. Brudat, Vice President

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

On this 22nd day of June, 2016, before me, appeared

Paul T. Bruflat to me personally known, being by me sworn, and did say that he is the aforesaid officer of WESTERN SURETY COMPANY, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.



My Commission Expires March 2, 2020

M. Bent
Notary Public

OATH OF OFFICE

I do solemnly swear (or affirm) that I will support, obey and defend the constitution of the United States, and the constitution of the state of Wyoming; that I have not knowingly violated any law related to my election or appointment, or caused it to be done by others; and that I will discharge the duties of my office with fidelity.

Kelly McGovern

State of Wyoming }
County of Sweetwater } ss

This Oath of Office was subscribed and sworn to before me by Kelly McGovern on this 17th day of August, 2016. My commission expires:

Tonette M. West
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }
County of Sweetwater } ss

On this 17th day of August, 2016, before me, personally appeared

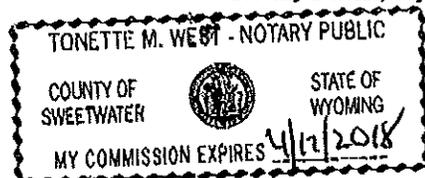
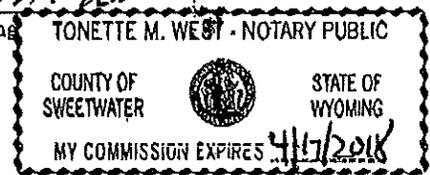
Kelly McGovern, to me known to be the person described in and who executed the foregoing instrument as Principal, and acknowledged that the same was executed as

her free act and deed.

My commission expires

April 17, 2018

Tonette M. West
Notary Public, Wyoming



Authorization for Abate/Rebate of Ad Valorem Taxes

October 4, 2016

NOVC	TAXPAYER	ACCOUNT	TAX DIST	VALUATION	TAX YEAR	ADJUSTMENTS	REASON	A/R NUMBER
2016-0540	ANADARKO E&P ONSHORE LLC	63960	101	-19,969	2014	-1,350.56	DOR	10116
2016-0540	ANADARKO E&P ONSHORE LLC	63962	200	-85,848	2014	-5,778.17	DOR	10216
2016-0572	ANADARKO E&P ONSHORE LLC	63962	200	-89,320	2014	-6,011.86	DOR	10316
2016-0572	ANADARKO E&P ONSHORE LLC	63959	100	-9,518	2014	-609.88	DOR	10416
	DE LAGE LANDEN FINANCIAL SERVICES INC	102094	200	-5,820	2016	-390.91	CORRECTED DATA VALUES	10516
2016-0581	GMT EXPLORATION CO LLC	135464	101	-39,414	2014	-2,665.69	DOR	10616
	CHEP USA	144992	103	-1,664	2016	-126.65	CORRECTED DATA VALUES	10716
2016-0622	CHEVRON USA INC	62896	102	-26	2014	-1.81	DOR	10816
2016-0552	KERR MCGEE OIL & GAS ONSHORE LP	138975	100	-1,636	2016	-110.57	DOR	10916
2016-0543	MEMORIAL PRODUCTION OPERATING LLC	151734	102	-34,722	2014	-2,411.65	DOR	101016
2016-0547	URBAN OIL & GAS GROUP LLC	151739	102	-5,619	2015	-377.55	DOR	101116
2016-0625	BP AMERICA PROD CO	62880	100	-59	2014	-3.78	DOR	101216

2016-0604	GMT EXPLORATION CO LLC	135463	100	-16,142	2014	-1,034.33	DOR	101316
2016-0599	CROWN ENERGY PARTNERS LLC	147975	102	-7,866	2014	-546.34	DOR	101416
2016-0537	CROWN ENERGY PARTNERS LLC	147975	102	-51,227	2014	-3,558.02	DOR	101516
2016-0537	CROWN ENERGY PARTNERS LLC	147976	200	-4,825	2014	-324.76	DOR	101616
2016-0586	QEP ENERGY CO	147991	100	-575	2014	-36.84	DOR	101716
2016-0576	MEMORIAL PRODUCTION OPERATING LLC	151734	102	-2,601	2014	-180.66	DOR	101816
2016-0559	KERR MCGEE OIL & GAS ONSHORE LP	138980	250	-2,367	2014	-178.25	DOR	101916
2016-0563	ANADARKO E&P ONSHORE LLC	63962	200	-23,837	2014	-1,604.40	DOR	102016
2016-0566	ANADARKO E&P ONSHORE LLC	63952	200	-114,620	2014	-7,714.73	DOR	102116
2016-0648	ANADARKO E&P ONSHORE LLC	63962	200	-27,535	2014	-1,853.30	DOR	102216
	HEXION INC	146652	151	-8,528	2016	-623.50	OUT OF BUSINESS	102316
	BURKE THOMAS	112564	251	-712	2016	-53.52	CORRECTED LAND VALUE TO LAND SIZE	102416

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: October 4, 2016	Presenters Name & Title: Krisena Marchal, County Grants Manager
Department or Organization: Grants Administration	Contact Phone and E-mail: (307) 872-3888 marchalk@sweet.wy.us
Exact Wording for Agenda: Approval of the FFY 2017 TANF CPI Grant Contract and Subcontracts	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 minutes
Will there be Handouts? (If yes, include with meeting request form) Yes - attached	Will handouts require SIGNATURES: Yes - by the Chairman (3 documents total to sign)
Additional Information:	
Requested Action:	
Motion to approve, and authorize the Chairman to sign,	
the Federal Fiscal Year 2017 TANF CPI Grant Contract, and Subcontracts	
between Sweetwater County and Climb Wyoming,	
and Sweetwater Family Resource Center.	

To: Sweetwater County Commissioners

From: Krisena Marchal

Subject: BOCC Meeting 10/4/16

Approval of the FFY 2017 TANF CPI Grant Contract and Subcontracts

Executive Summary:

Sweetwater County has been awarded federal TANF CPI (Temporary Assistance for Needy Families Community Partnership Initiative) grant funding from the Wyoming Department of Health in the amount of \$75,000. The funding must be expended by September 30, 2017, and requires no cash match.

The purpose of the funding is to support parents in reducing their dependency on government benefits by helping them find and enroll in career training programs while promoting work and marriage, and preventing out-of-wedlock pregnancies. To be eligible for assistance, a participant's income must be at or below 185% of the federal poverty levels (Attached).

The grant funding, and grant requirements, will be "passed through" to two different agencies by subcontracts to carry out the programs and services.

FFY 2017 TANF CPI GRANT BUDGET				
	Agencies and Uses of Funding	FFY 2017 TANF CPI Sub-Award	FY 2017 County Budget	FFY 2017 CSBG Sub-Award (via SWCo)
1	CLIMB Wyoming Train and place single mothers in careers that successfully support their families and move them toward self-sufficiency.	\$60,000	0	0
2	Sweetwater Family Resource Center Assist households with rent, utilities, gas, and emergency shelter while having participants take steps to improve their employability.	\$15,000	\$49,500*	\$20,500**
TOTAL TANF CPI GRANT		\$75,000		

*Agency-wide award (Not program-specific)

**Program-specific award earmarked for housing assistance for individuals at 125% of the federal poverty level.

Staff Notes:

None.

Action Requested: Motion to approve, and authorize the Chairman to sign, the Federal Fiscal Year 2017 TANF CPI Grant Contract, and Subcontracts between Sweetwater County and Climb Wyoming, and the Sweetwater Family Resource Center.

Household Size	185% FPL	185% FPL
	Potential TANF eligible Monthly Income	Potential TANF eligible Yearly Income
1	1,831	21,978
2	2,469	29,637
3	3,108	37,296
4	3,746	44,955
5	4,384	52,614
6	5,022	60,273
7	5,662	67,950
8	6,303	75,646

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

1. **Parties.** The parties to this Contract are Wyoming Department of Family Services (Agency), whose address is: 2300 Capitol Avenue, Third Floor, Hathaway Building, Cheyenne, Wyoming 82002, and Sweetwater County Commissioners (Contractor), whose address is: 80 West Flaming Gorge Way, Suite 150, Green River, Wyoming 82935.
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 Sweetwater County families as outlined in Attachment A, attached and incorporated herein by reference.
3. **Term of Contract and Required Approvals.** This Contract is effective when all parties have executed it and all required approvals have been granted (Effective Date). The term of the Contract is from October 1, 2016 through September 30, 2017. All services shall be completed during this term.

By law, contracts for professional or other services must be approved as to form by the Attorney General and approved by A&I Procurement, Wyo. Stat. § 9-1-403(b)(v), and all contracts for services costing over one thousand, five hundred dollars (\$1,500.00) must be approved by the Governor or his designee, Wyo. Stat. § 9-2-1016(b)(iv).

4. **Payment.** The Agency agrees to pay the Contractor for the services described in Section 5 below. Total payment under this Contract shall not exceed Seventy-Five Thousand Dollars (\$75,000.00). Payment shall be made quarterly after receipt of the required invoice and performance report. Payment shall be made upon submission of invoice pursuant to Wyo. Stat. § 16-6-602. No payment shall be made for work performed before the Effective Date of this Contract. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of Agency. The federal source of funding is Temporary Assistance for Needy Families (TANF), CFDA #93.558.
5. **Responsibilities of Contractor.** The Contractor agrees to:
 - A. Carry out the programs described in Attachment A;
 - B. Enhance sustainability beyond the funding period;
 - C. Determine TANF eligibility for families participating in the programs. A TANF Eligibility Intake Form shall be completed for each family being billed under this Contract;
 - D. Bill the Agency for funding quarterly. The Contractor shall only bill for services

provided to TANF eligible families. The quarterly invoice in Attachment B, attached and incorporated herein by reference, shall be used when submitting quarterly invoices;

- E. Provide quarterly program performance reports. Contractor shall validate all outcomes utilizing quantitative and qualitative data. The report in Attachment B shall be used for each quarterly report;
- F. Provide reporting that is sufficient to provide an audit trail for state or federal auditors to determine accuracy of direct and indirect costs. Invoices and reports shall be submitted within thirty (30) days following the end of the quarter;
- G. Submit the final invoice to the Agency no later than thirty (30) days after the term of the Contract;
- H. Submit the Year End Report summarizing the entire year no later than thirty (30) days after the term of the Contract;
- I. Not use funds to purchase non-tangible assets or to purchase or lease equipment. Leased equipment includes the rental of equipment for any period of time;
- J. Not use funds to provide cash or check(s) payable directly to the individual(s) served by the programs; and
- K. Obtain prior approval from the Agency for all budget changes which deviate from the submitted budget (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 programs are 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 the 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/or 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 programs or services provided herein,

including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Contractor and related to the services and work to be performed under this Contract, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.

- J. Suspension and Debarment.** By signing this Contract, Contractor certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Contractor agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.
- K. Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200 *et seq.*, and/or additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- L. Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Contract; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Contract. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.
- M. Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Grant, Subrecipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.
- N. Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Contract.

- O. **Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Contract must be used to increase the scope of the program or returned to Agency.

8. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
- B. **Applicable Law/Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment/Contract Not 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/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.
- 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. 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. This provision shall not be construed to permit the Agency to terminate this Contract to acquire similar services from another party.
- F. **Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.
- G. **Certificate of Good Standing.** Contractor shall provide to Agency a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs before and during performing work under this Contract, if applicable.

- H. Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Contract.
- I. Confidentiality of Information.** 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 not release such information to a third party unless directed to do so by Agency.
- J. Entirety of Contract.** This Contract, consisting of ten (10) pages, Attachment A [Program Description], consisting of twenty-two (22) pages, and Attachment B [Quarterly Expenditure and Program Report], consisting of six (6) pages, represent(s) the entire and integrated Contract between the parties and supersede(s) all prior negotiations, representations, and agreements, whether written or oral.
- K. Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Contractor's profession.
- L. Extensions/Renewals.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.
- M. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- N. Indemnification.** The Contractor shall release, indemnify and hold harmless the State, the Agency, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of Contractor's malpractice or malfeasance.
- O. Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this

Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents and/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 the behalf of the State of Wyoming or the Agency. The Contractor agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Contract.

- P. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the address(es) provided under this Contract.
- Q. Notice and Approval of Proposed Sale or Transfer.** The Contractor shall provide the Agency with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the notices provision of this Contract. If the Agency determines that the proposed merger, consolidation, sale, or transfer of assets is not consistent with the continued satisfactory performance of the Contractor's obligations under this Contract, then the Agency may, at its option, terminate or renegotiate the Contract.
- R. Ownership and Destruction of Documents/Information.** Agency owns all documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information/documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Agency's verified receipt of such information, Contractor agrees to physically and electronically destroy any residual Agency-owned data, regardless of format, and any other storage media or areas containing such information. Contractor agrees to provide written notice to Agency confirming the destruction of any such residual Agency-owned data.
- S. Patent or Copyright Protection.** The Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Contractor or its subcontractors will violate any such restriction. The Contractor shall defend and indemnify the Agency for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.

- T. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract until this Contract has been reduced to writing, 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).
- U. Proof of Insurance.** Contractor is protected by the Wyoming Governmental Claims Act and is a member of the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-39-101, et. seq. and Wyo. Stat. § 1-42-201, and shall provide a letter verifying its participation in the LGLP to the Agency.
- V. 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.
- W. Sovereign Immunity.** The State of Wyoming and Agency do not waive sovereign immunity and Contractor does not waive sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should 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 sovereign immunity shall be construed in favor of sovereign immunity.
- X. 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.
- Y. 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.
- Z. 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.
- AA. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- BB. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.

CC. 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.

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.

This Contract is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

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

AGENCY:

Wyoming Department of Family Services

Steve Corsi, Director

Date

Roxanne O'Connor, SNAP/TANF Administrator

Date

CONTRACTOR:

Sweetwater County Commissioners

Wally Johnson, County Commissioner Chair

Date

ATTEST:

Sweetwater County Clerk

Dale Davis, County Clerk

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Marion Yoder #157579

Marion Yoder, Senior Assistant Attorney General

Sept. 6, 2017

Date

*JPS
9/22/16*

CLIMB Wyoming

**Individual Organization Application
Sweetwater County, Wyoming**

State of Wyoming

Department of Family Services

**Temporary Assistance For Needy
Families
Community Partnership Initiative
Grant Application**

Community Name: Sweetwater County

County(s)/Tribe: Sweetwater County
Wally J. Johnson, Chairman
Sweetwater County Board of County Commissioners

Primary Contact: Brittany Gray
Program Director
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Person Monitoring the Program: Ray Fleming Dineen
Executive Director
CLIMB Wyoming
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County Staff Monitoring the Program: Krisena Marchal
Grants Manager
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Email: marchalk@sweet.wy.us

Program Name: CLIMB Wyoming

TANF purpose(s) addressed in project (list the purposes):

- Primary purpose: To end the dependence of needy parents on government benefits by promoting job preparation and work.
- Secondary purpose: To provide assistance to needy families so that children may be cared for in their own homes.

Program description:

CLIMB Wyoming focuses on training and placing single mothers in careers that successfully support their families and move them toward self-sufficiency. The uniquely comprehensive CLIMB program model

was developed in 1986 in Cheyenne. To meet Wyoming's workforce needs, the CLIMB programs help women enter a variety of occupations that include healthcare and medical office careers, truck driving, warehousing, office careers, construction and energy and more.

Each program delivers the following CLIMB program model phases:

➤ Program Research and Planning:

Program research and planning activities are conducted year-round, but become a strong focus for approximately two to four months prior to the comprehensive training start date. During program planning, CLIMB staff research and identify career opportunities in growing fields, then engage and survey businesses and industry groups within these growing fields. Based on the businesses' input, staff work with a community college or private training entity to develop a curriculum that trains for the occupation's required knowledge, skills and abilities. This research and planning phase ensures that staff will be able to place participants in long-term job opportunities during job placement and that job placements allow the participants to earn a wage that moves them toward self-sufficiency and offers them opportunities for long-term employment.

➤ Participant Recruitment:

Participant recruitment activities are also conducted year-round, but become more intense approximately two months prior to the comprehensive training start date, and after the research and planning activities for the program have been completed and requirements of the training and employment are known. CLIMB's unique participant recruitment approach is vital to connecting well-matched, qualified and ready-to-work individuals to high-quality jobs during job placement. This phase is also the first opportunity for CLIMB to demonstrate to candidates how the CLIMB program is different from other programs that they may have encountered.

During recruitment, CLIMB program staff members work hard to locate low-income single mothers who are most in need. These mothers often feel they cannot successfully complete the program due to the personal challenges in their lives. Program staff members assist and coach candidates to overcome obstacles such as low self-esteem, childcare, transportation and housing so that they can participate. Each CLIMB program serves ten to eleven low-income single mothers who complete the program as a group that evolves into a strong peer support network which lasts well beyond the end of the program.

➤ Comprehensive Training:

Comprehensive training lasts approximately two to four months, depending on the job training curriculum. CLIMB's participants are strong women who can meet Wyoming's critical workforce needs. Comprehensive training develops the participants' strengths and builds upon them through extensive training in high-demand, high-growth occupations that lead to self-sufficient wages. CLIMB participants are guided through job training and also receive services that allow them to begin to address personal barriers to success. The comprehensive training phase includes industry specific training, work readiness training, life skills training, parenting skills training, mental health services (including both group and individual counseling provided by a Licensed Mental Health Provider) and advocacy services.

➤ Job Placement:

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

➤ Ongoing Support:

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

In Sweetwater County, 130 TANF eligible single mothers and 278 children have been served by a CLIMB program. The participants demonstrate the following outcomes:

- 93% successfully graduated from the CLIMB program.
- 45% were employed when they entered the program; however 76% were employed two years after completing the program.
- Monthly wage income for employed clients increased from \$1,073 before the program to \$3,150 two years after program completion.
- 46% of clients utilized food stamps prior to entering the program; however, 28% utilized food stamps two years after completing the program
- The percentage of participants on public health care programs fell from 22% prior to entering the program to 9% two years after completing the program.

Is this program different than previous programs operated with TANF funds in the past?

Yes No If so, how is it different?

Area(s) served:

Sweetwater County

Population served:

Low-income single mothers living at or below 185% of the Federal Poverty Level.

Beginning and end date of program:

October 1, 2016 - September 30, 2017

Projected number of TANF eligible individuals served by this program:

20 single mothers and 40 of their children

Provide an explanation on how income information will be gathered to determine TANF eligibility for the low-income families being served in the program.

Applicants shall use a TANF Eligibility Intake Form. A copy of the TANF Eligibility Intake Form shall be attached to this proposal.

Since participants must be living below 185% of the federal poverty level in order to participate in CLIMB Wyoming programs, staff will verify participant income. Total income is considered monthly gross wages, child support, unemployment, and any other cash benefits received. Staff use the following methods to verify participant income: Food Stamp Verification through the local Department of Family Services case worker, copies of participant's paystubs, income verification form for participant from respective employers, prior year's tax returns, proof of child support payments received, Workers Compensation pay stubs, unemployment pay stubs and Social Security or Disability.

Program availability: when is the program offered (e.g. time of day, how often, time of year)? The Sweetwater County CLIMB program offers 2 training sessions per year, each lasting approximately 6 months from recruitment through end of final placements. The intensive training sessions are approximately 8 to 10 weeks long. The training days are full days that run approximately 8 am to 5 pm.

Intent of the program:

The intent of every CLIMB Wyoming training program is to ensure that low-income single mothers receive the training, skills, and support necessary to reach economic self-sufficiency and to succeed long-term in all aspects of their lives.

Goals of the program:

The foremost goal of every CLIMB Wyoming training program is to ensure that low-income single mothers receive the training, skills, and support necessary to reach economic self-sufficiency and to succeed long-term in all aspects of their lives.

List objectives that will be implemented to accomplish the program goals:

The program objectives are that graduates are trained and placed in high quality jobs, increase their incomes to livable wages, reduce dependence on government benefits, and learn the skills needed for successful relationships at home and at work.

Using the outcome data collected from participants enrolled in the program, objectives to accomplish the goals will be measured using the following:

- Training completion.
- Increase of the employment rate for participants from pre- to post-program.
- Increase of the average monthly wage for participants from pre- to post-program.
- Decrease of the dependence on food stamps for participants from pre- to post-program.
- Decrease of the dependence on public healthcare for participants from pre- to post-program.

List performance measures on each goal that will be used to evaluate the program's success:

- 80% of participants who enter a program will successfully complete it. Historically, 93% of Sweetwater County CLIMB participants have completed the program.

- 75% of program graduates will be employed after program completion. Historically, 76% of Sweetwater County CLIMB participants have maintained employment two years post-program.
- The target wage post-program will be a wage that moves participants towards self-sufficiency based on the Wyoming Self Sufficiency Standard. Historically, monthly wage income for employed clients increased from \$1,073 before the program to \$3,150 two years after program completion.
- 50% of program graduates who enter the program utilizing food stamps will show a decrease in the dependence on food stamps. Historically in Sweetwater County, 46% of clients utilized food stamps prior to entering the program; however, 28% utilized food stamps two years after completing the program.
- 50% of program graduates who enter the program utilizing public healthcare will show a decrease in the dependence on public healthcare. Historically, the percentage of participants on public health care programs fell from 22% prior to entering the program to 9% two years after completing the program.

Quantify expected outcomes for each goal:

- Approximately 16 of the 20 participants who enter the program will successfully complete it.
- Approximately 12 of these program graduates will be employed one year after program completion.
- These 12 program graduates will be earning a wage that moves them towards self-sufficiency based on the Wyoming Self Sufficiency Standard.
- Approximately 4 of the 8 program graduates who enter the program utilizing food stamps will show a decrease in their dependence on food stamps.
- Approximately 2 of the 4 program graduates who enter the program utilizing public healthcare will end their dependence on public healthcare.

Describe data collection methods to be used and how data will be provided to validate outcomes:

CLIMB Wyoming has extensive experience collecting data on program participants. CLIMB's data collection system is designed to respond to the requirements of TANF programs. Staff members track the number of participants who enroll in and complete the program; the number of participants who acquire employment; and changes in hourly wage rates, childcare assistance, food stamps and health care status before and after the program to evaluate levels of reliance on state assistance. 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.

Provide an explanation of the results the program expects to achieve, how data will be collected, and how quality assurance will be conducted to validate measurements:

CLIMB Wyoming has a proven track record of meeting and exceeding the results the program expects to achieve (listed above) and is committed to continuous improvement.

Since 2004, CLIMB has tracked the progress of program participants for a full year after completing the program. Participant data is collected at the following post program intervals: work experience

placement, first unsubsidized placement, and 3-months, 6-months, 9-months and 12-months after program completion.

Staff members utilize participant self-report forms, staff observations, participant interviews and participant records to document each participant's program outcomes. Data will be tracked in CLIMB's customized database and reviewed regularly by the Fiscal/Research Administrator to ensure accuracy. Progress reports for the TANF grant will be supplied to the Department of Family Services and county representatives as outlined in the special provisions.

In 2005, CLIMB also began partnering with the Wyoming Survey and Analysis Center (WYSAC) to conduct second year follow-ups and provide independent quality assurance. 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. This data is also entered into CLIMB Wyoming's centralized database and reviewed by the Fiscal/Research Administrator.

Resource gap(s) addressed by program:

According to the U.S. Census Bureau (2014), 39% of families in Sweetwater County with a female head of household had income below the poverty level. Within this population, there is a high degree of substance abuse, mental health disorders, family violence, child behavior problems, use of foster care, and legal challenges. All of these factors make this population one of the most at-risk and difficult to reach.

Without successful avenues to self-sufficiency, this population can have a significant impact on community and public resources, and the future opportunities for the children in this population decreases. Poverty and the related disadvantages negatively affect both the educational opportunities that children will have and the educational outcomes that they will likely experience (ETS 2013).

CLIMB Wyoming focuses on addressing the primary needs of the single mother to create a pathway out of poverty for herself and her children. CLIMB Wyoming understands that successfully moving our target population out of poverty takes much more than job training. CLIMB Wyoming incorporates not only the components necessary to help low-income single mothers move toward self-sufficiency, financial independence and family stability through job training and placement, but also services that extend well beyond these job-related components. Our innovative and unique mental-health based program includes group and individual counseling, life skills and parenting skills training, financial education and asset building and peer group support. In offering comprehensive services, we better prepare our participants for long-term success in the workplace, their communities and their families. This combination of services allows single mothers we serve to overcome their personal barriers to success and make permanent life changes for themselves and their children.

Description of how community wide collaboration in planning and implementation occurred: In Sweetwater County, CLIMB has identified effective and innovative ways to maximize the services provided to participants through collaboration. CLIMB Wyoming operates as a broad-based, community effort, involving government agencies - in particular the Departments of Family Services and Workforce Services - to identify and address the needs of the working poor and prevent duplication. CLIMB programs strive to ensure efficient use of funds by avoiding any duplication of services and a streamlined referral process making certain clients are receiving the most appropriate services

available. Private businesses in Sweetwater County are essential partners as they share their workforce needs and provide jobs to program graduates.

During the program planning phase, CLIMB staff research and identify career opportunities in high-demand fields, engage and survey businesses and industry groups within these high-demand fields and then, based on input from potential employers, work with community colleges, private training entities and employers to develop a 8 to 10 week training curriculum that includes the required knowledge, skills and abilities for that industry. During program research, staff gathers information from employers within the industry regarding wage, current demand, duties and responsibilities, type of training and career paths. Effective research, planning and training ensures 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.

During the job placement phase, CLIMB Wyoming Business Liaisons work closely with Sweetwater County employers to support the transition from the comprehensive training phase to on-the-job training. CLIMB staff meets with potential employer partners and gathers information about wages, benefits and opportunities for promotion, prioritizing jobs that will lead to the end goal of long-term employment. Once a job opening is identified and a participant has been matched to the opening, the Business Liaison serves as a participant advocate to negotiate details of employment including wage, work conditions and benefits.

The job placement phase provides compensation to the employer for the first six weeks in exchange for on-the-job training, work experience and additional support that otherwise would not be provided to a new employee. This phase helps transition the participant from training to becoming a reliable, long-term employee. Each participant receives a minimum of two work experience performance evaluations throughout the work placement. The purpose of these performance evaluations is to model effective, proactive, appropriate communication between supervisors and employees, to discuss performance and to identify ways the participant can improve. 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.

Community partners involved in the program implementation. List resources to be provided by each partner:

The following list shows several of the local agencies and businesses that CLIMB has partnered with through referrals and life skills training and several of the local businesses that CLIMB has partnered with for training and employee placement: Rock Springs Chamber, Green River Chamber, City of Rock Springs, City of Green River, Sweetwater County Commissioners, Department of Family Services, Department of Workforce Services, Family Justice Center, Family Dynamics, Family Resource Center, Southwest Counseling, SW-Wrap, Centsible Nutrition, Healthy Moms Healthy Babies, Community Nursing, Mission at Castle Rock Rehab, Memorial Hospital , Western Wyoming Community College, Young at Heart Senior Center, United Way, YWCA , WIC, Sweetwater County Library System, Head Start, Sweetwater County Child Development Center, Wyo Radio, The Radio Network , Rocky Mountain Bank , Commerce Bank, Plan One Architects, , Anadarko, Killer 8 Trucking, Red Desert InstaCare, Starbucks, Talco Trucking, Teton Distributors, Western Wyoming Beverages and Wyoming Analytical Laboratories, Inc.

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

CLIMB Wyoming's model is based on over 30 years of successfully helping low income single mothers achieve and maintain self-sufficiency. The model was developed in Cheyenne in 1986 for young, single mothers ages 16 to 21. Recognizing this successful paradigm and the need to reach more single mothers, Wyoming community partners collaborated in late 2003 to aggressively expand the model to serve low-income single mothers of all ages across the state. The CLIMB program model has been refined over more than 30 years to best meet the needs of low-income single mother families. CLIMB Wyoming has extensive knowledge and research on providing successful programs for the TANF population and will assist others in making services available to low-income families in Wyoming.

In 2014, Governor Matt Mead and the Wyoming Department of Family Services (DFS) recognized CLIMB's commitment to and impact on families in poverty in Wyoming with the Friends of DFS award. The award is given rarely and has been awarded to a Wyoming organization only three times in recognition of outstanding work in helping Wyoming's families in need.

In 2015, CLIMB Wyoming was recognized as a "Promising Program" by the Center for the Study of Social Policy in a report highlighting innovative strategies for serving the unique needs of young children and their families in rural areas through a multi-generational approach. Titled "Strengthening Supports for Young Parents and Their Children: A Focus on Low-Income Rural and Suburban American Families" the report highlighted CLIMB as one of six rural and suburban organizations nationwide that fully integrates support for each generation, with practices that specifically reflect the developmental needs of both children and young parents, negotiate agreements among multiple service providers, and take action to influence the broader systems that can provide additional support.

Describe how the program will be sustained by the community beyond the funding period: To ensure funding, CLIMB Wyoming has worked over the past 30 years to sustain its programs through two important components: (1) Institutional and Program Sustainability – the capacity to maintain program integrity through continued strong leadership, skilled staff, and a solid base of community volunteer leaders; and (2) Financial Sustainability – the ability to continue to generate revenue to support CLIMB programs.

CLIMB Wyoming program success is built upon a partnership between the CLIMB professional staff and the continued involvement of government, agency, and business leaders. CLIMB involves community leaders in collaborative planning, ongoing monitoring, and evaluation processes. CLIMB is committed to networking within the community and has established an effective public awareness program to provide community contacts with a continuous information source about programs and services.

CLIMB Wyoming programs utilize a comprehensive and diverse fundraising program including:

- 1) Foundation and Corporate grant seeking, which includes identification and outreach to appropriate prospects to help underwrite special needs and projects
- 2) Major donor cultivation to develop and secure an individual donor base with a capacity to have significant impact on CLIMB Wyoming activities
- 3) Government grant seeking, which includes identification of and application to appropriate federal, state and county requests

Describe the cost-benefits of providing this program:

The financial costs to the TANF CPI Program to support the Sweetwater County CLIMB program for one year will be \$50,000. The financial benefits to participants are that they increase their incomes to livable wages, reduce dependence on government benefits, and learn the skills needed for successful relationships at home and at work.

The program objectives also reach beyond the participants to:

- ✓ *Impact the Family Environment:*
The comprehensive CLIMB Wyoming program model addresses more than just job training and placement. Participants learn life skills including parenting, stress management and budgeting that improve their capacity for successful parenting and increase their ability to set a positive example for their children. Armed with new coping and communication skills, as well as a steady source of income, our program graduates are able to provide healthier, more stable environments for their children.

- ✓ *Support Wyoming Businesses:*
CLIMB Wyoming is strengthening businesses by preparing trained workers to succeed and be productive contributors in the workplace. The CLIMB Programs work directly with employers to ensure that their training needs are met.

- ✓ *Benefit Local Wyoming Communities:*
The benefits to Sweetwater County are significant as more families move out of poverty. Some of the community benefits include increased school attendance rates, decreased child behavior problems, improved mental health, decreased substance abuse, decreased use of foster care, increased access to private health insurance, and a decrease in the crime rate. Families that break the cycle then have the ability to become positive role models and contributing members of their communities.

The financial benefits to the State of Wyoming as a result of the CLIMB Wyoming Program are also impressive. For every 100 Wyoming families that reach self-sufficiency, Wyoming experiences the following cost savings (conservative estimates):

CLIMB Wyoming Estimated Cost Savings	
Medicaid Savings (50 families) ¹	303,700.00
Food Stamps Savings (47 Families) ²	208,022.00
Eliminated Incarceration Cost (5 mothers) ³	223,125.00
Eliminated Foster Care Cost (15 children) ⁴	119,520.00
Annual Savings to Wyoming	\$854,367.00

¹ Average yearly cost for 2 children on Medicaid is \$6,074. American Academy of Pediatrics, Medicaid Facts Wyoming. Retrieved May 2012. <http://www.aap.org/en-us/advocacy-and-policy/federal-advocacy/access-to-care/Medicaid%20Fact%20Sheets/Wyoming.pdf>

² Average yearly cost for a family of 3 on food stamps is \$4,426. United States Department of Agriculture. Retrieved May 2012. [http://www.fns.usda.gov/pd/18SNAPavg\\$PP.htm](http://www.fns.usda.gov/pd/18SNAPavg$PP.htm)

³ Average yearly cost of incarceration per inmate is \$44,625. November 2010 letter from the Department of Corrections to the Joint Appropriations Interim Committee. Retrieved May 2012. <http://legisweb.state.wy.us/ReportsDue/2010/Report%20ID%20685.pdf>
⁴ Average yearly cost of Foster Care per child is \$7,968. Children's Rights, Hitting the M.A.R.C., Foster Care MARC. Retrieved May 2012. <http://www.childrensrightrights.org/wp-content/uploads/2008/08/wy.pdf>

Specific costs of the program:

Applicant shall submit their proposed budget utilizing the TANF CPI format. The quarterly invoice submissions shall also be in the attached format. Administrative costs shall be at or below 10% of your program costs and separated out. Applicant shall submit a proposed budget in line item detail with a narrative explaining each line item and the purpose of the expenditure.

Budget amount requested:

\$60,000

Required Reporting:

Applicant shall submit a quarterly report detailing the services provided to TANF eligible families. A sample TANF Report and a sample Progress Report are included at the end of this proposal.

Certification:

I certify to the best of my knowledge that the information contained in this application for CLIMB Wyoming is correct.

If awarded funding under this grant, I certify that this project will be conducted in accordance with the funding source requirements and the assurances provided within the application.


 Wally J. Johnson
 Chairman
 Sweetwater County Board of County Commissioners

4/18/16
 Date

CLIMB Wyoming TANF Budget (Sweetwater County)			
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.	31,200.00	3,840.00	Salary paid to program director and program director assistant that are responsible for direct program services to participants, including recruitment, intensive training, and job-placements.
Employer Paid Benefits Admin: Activities spent managing the grant. Program: Wages for all staff who provide direct client services.	1,680.00	510.00	Retirement, health, dental, vision, and life insurance expenses CLIMB employees.
Employer Payroll Taxes Admin: Activities spent managing the grant. Program: Wages for all staff who provide direct client services.	3,120.00	384.00	Employer paid payroll taxes are estimated at 10% of the salaries budgeted
Supplies Admin: Supplies and expenses needed to manage the grant. Program: Supplies needed for instructor use.	600.00	120.00	General office supplies including postage, ink cartridges, paper.
Recruiting and Marketing Cannot include promotional items.	0	0	N/A
Travel Travel necessary to serve	0	0	N/A

participants.			
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.	5,400.00	600.00	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	0	0	N/A
Participant Class Supplies and Materials	600.00	0	Materials to meet needs of participants during training and group activities.
Participant License and Certification Fees	0	0	N/A
Participant Drug and Aptitude Screening Can include other types of assessments.	0	0	N/A

Work Support Services and Clothing	0	0	N/A
Participant Wages	4,800.00	0	Employer wage reimbursement for supervised on-the-job training.
Participant Fringe Benefits	0	0	N/A
Participant Incentives	1,800.00	0	Incentives earned by participants for completed goals to assist them with living expenses while in training.
Other Participant Needs: Description – Mental Health Provider	5,346.00	0	Amounts paid to contracted mental health provider for group and individual counseling services.
Total	54,546.00	5,454.00	Total Administrative Costs cannot exceed 10% of your total Program Costs
TOTAL BUDGET (Program + Admin)	60,000		
Number of Participants Planning to Serve	20		
Cost Per Participant	3,000.00		

Sweetwater Family Resource Center

**Individual Organization Application
Sweetwater County, Wyoming**

State of Wyoming

Department of Family Services

**Temporary Assistance For Needy
Families
Community Partnership Initiative
Grant Application**

Community Name: Sweetwater County

County(s)/Tribe: Sweetwater County
Wally J. Johnson, Chairman

Primary Contact: Kathy Garrison
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Email: sweetwaterfamily@gmail.com

Person Monitoring the Program: Kathy Garrison
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Tel. (307) 362-6549 or (307) 875-3791
Fax: (307) 362-7750
Email: sweetwaterfamily@gmail.com

County Staff Monitoring the Program: Krisena Marchal
Grants Manager
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80 W Flaming Gorge Way, Suite 19
Green River, WY 82935
Tel. (307) 872-3888
Fax: (307) 872-3992
Email: marchalk@sweet.wy.us

Program Name: Family Independence Program

TANF purpose(s) addressed in project (list the purposes):

- Provide assistance to families so that children can be cared for in their own homes or in the homes of relatives
- Reduce dependence of needy parents on government benefits by promoting job preparation and work

These purposes meet the goal of helping families move toward self-sufficiency.

Program description:

The Family Independence Program helps low-income households to meet basic needs, particularly those related to rent, utilities, and gas. It helps to prevent or alleviate homelessness, maintain utilities, transport themselves to work or school, and move toward financial stability.

Participants are expected to take steps toward independence as they receive assistance. The primary steps can include GED, English as a second Language, college classes, certificate classes, or obtaining a new job. Secondary steps can include classes in financial management, parenting, family violence, relationships, anger management, substance abuse, etc.

There are two broad categories of "one step forward" that both include training possibilities, and another is that we want to give the client a choice in their steps forward, which we think will contribute to their success. We are asking the clients to complete two of the "one step forward" activities. We do teach three of the classes that meet the requirement in one category. The classes we teach free of charge are Parenting, Anger Management and "Take Charge of Your Money" (financial management). We do also accept classes taught by other organizations. Addiction education, violence education, and thinking skills are a few that are accepted, but that we do not teach. The other broad category is required, and includes getting a job and/or taking advantage of training opportunities which we do not provide, such as GED, college classes or certificate programs that should lead to employment.

The case plan is exactly the plan for the family to become independent, including taking over the rent/utility payments. It includes the plan for training, obtaining a job, etc. For most families, a job will be an essential part of the plan. The client needs to begin working on the case plan prior to payments being made, but payments may be made before the case plan is completed. For example, if the client is taking certificate program classes beginning late in January, we may make rent payments for February, March and April, so long as the client is attending classes, although the class isn't complete until May. Completion of the classes should lead to a job, which will allow the client to take over the payments on their own.

In the past, we have provided rent assistance for a maximum of three months. The ability to extend it to four months if needed should enhance success. The \$1,800 is the maximum allowed total assistance from Family Independence TANF. For example, if we provide \$1,500 in rent assistance to a household, we may also provide \$200 assistance for utilities, and \$100 assistance for gas to get to work or school. If we were to pay \$1,800 for rent alone (this should be rare) the family would not be eligible for any other assistance from TANF.

This program is designed to deal with a specific crisis situation or episode of need; it is not intended to meet recurrent or ongoing needs; and will not extend beyond four months.

Is this program different than previous programs operated with TANF funds in the past?

Yes No If so, how is it different?

Assistance is increased to a possible \$1,800, up from \$1,000, and participants will need to take at least two "steps forward" toward independence, rather than one. At least one of those steps will need to be obtaining a new job or working toward English as a second language, a GED, certificate, or other education that could reasonably be expected to lead to employment.

A previous TANF grant for the Family Independence Program allowed up to \$1,000 in total assistance. We have found that it frequently takes longer to become stable and to complete training. The additional assistance should provide more time and more likelihood of success.

Area(s) served:

Sweetwater County

Population served:

Families with children who meet TANF income guidelines and who are homeless or at risk of becoming homeless

Beginning and end date of program:

October 1, 2016 – September 30, 2017

Projected number of TANF eligible individuals served by this program:

40 individuals in 15 households

Provide an explanation on how income information will be gathered to determine TANF eligibility for the low-income families being served in the program.

Applicants shall use a TANF Eligibility Intake Form. A copy of the TANF Eligibility Intake Form shall be attached to this proposal.

Clients are asked to complete an application. They are asked about all sources of income for the last 30 days. If they have no income they are asked to sign a declaration of no income. They are asked to bring in letters or check stubs verifying information about income. If they are not able to produce those, an income verification form may be taken to employers, agencies, etc. to verify income.

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

Staff at the Sweetwater Family Resource Center is available for the Independence Program Monday through Friday. Because we operate a visitation program, we usually also have staff available in the evenings and on week-ends. We will ask clients to make appointments, and try to schedule Independence appointments on Mondays and Thursdays. However, because of the nature of the needs when homelessness is imminent or a reality, we do handle some Independence clients every weekday throughout the day, and often without appointments. For Independence TANF clients, services will be offered throughout the year, until funding is depleted.

Intent of the program:

To help TANF-eligible families meet basic needs while they take steps to improve their situation, including steps toward self-sufficiency.

Goals of the program:

1. Clients will complete training that could reasonably be expected to enhance their employability, or will obtain employment.
2. Clients will maintain adequate housing for six months after beginning the program.
3. Clients will participate in education or programs that can reduce family stresses which may impact their ability to work toward self-sufficiency (unless they complete two items in goal one, as above, e.g. complete training and obtain employment, or two individuals in the household complete training or obtain employment).

List objectives that will be implemented to accomplish the program goals:

Goal 1 Objectives

- A. A brief case plan will be developed for each client outlining needs and goals
- B. The client will take needed steps to work toward the goals. SFRC staff will assist with referrals and provide other case management assistance to successfully complete goals

Goal 2 Objectives

- A. Financial assistance will be provided to help meet housing and other basic needs
- B. The client will make a plan with case management assistance if needed, to support payment of future housing and other basic needs.

Goal 3 Objectives

- A. Classes in financial management, anger management, and parenting will be conducted at SFRC, and referrals made to other classes or programs appropriate to the client's case plan.
- B. The client will attend classes, participate and graduate from those classes

List performance measures on each goal that will be used to evaluate the program's success: Goal 1

Measures: Certificates of completion, class participation verification, letter of hire or hiring verification, or pay stubs will measure goal one.

Goal 2 Measures: Clients may self-report housing situations; lease and/or landlord verifications may be collected

Goal 3 Measures: Certificates of completion, pre- and post-test scores where available, other agency verification of participation and completion

Quantify expected outcomes for each goal:

Goal 1 Outcomes: 80% of households will complete training that could reasonably be expected to enhance their employability, or will obtain employment.

Goal 2 Outcomes: 80% of households will maintain adequate housing for six months after beginning the program.

Goal 3 Outcomes: 80% of households complete education or programs that can reduce family stresses which may impact their ability to work toward self-sufficiency, or complete two of the steps in goal 1 above.

Describe data collection methods to be used and how data will be provided to validate outcomes:

An Access database will be used to record demographic information, assistance provided, housing maintained, and steps taken toward self-sufficiency. That data will be gathered from clients, landlords, teachers, and employers by the Independence Facilitator. It will be developed into a report addressing outcomes. The report can include demographics, as well as assistance provided, steps taken, and results. A sample report is attached.

Provide an explanation of the results the program expects to achieve, how data will be collected, and how quality assurance will be conducted to validate measurements:

We expect that clients will not be evicted, or if they are already homeless they will be able to obtain housing. They will obtain a new job or will participate in training to help them obtain a job. They will participate in education to help them improve their situation and become more self-sufficient. Data will be collected on the application at intake and through certificates, check stubs and other information provided by teachers, landlords, etc. to verify progress

Resource gap(s) addressed by program:

It is often difficult for people with low incomes to take advantage of training or even improved employment opportunities because they cannot afford the associated expenses, reduced hours at a current job, or delay in pay, and still meet basic needs. Rent is the most expensive of those needs, and it is difficult for people who are homeless or at risk of becoming homeless to focus on or meet requirements of employment or training. By helping to meet basic needs, particularly keeping them in housing, we are able to help clients to take advantage of opportunities. Gaining education and/or experience will help them to obtain the means to become self-sufficient.

To the best of our knowledge, there are no other programs in the area that assist with rent, While there are specific training programs, this program also allows flexibility for clients to choose their plan to move forward while receiving assistance.

Description of how community wide collaboration in planning and implementation occurred:

The Sweetwater Family Resource Center began the Independence Program when it became apparent that some of our Family Support and Family Visitation clients could not meet case plans or the needs of their children because they were struggling to meet basic needs. We worked with United Way, as meeting basic needs is one of their priorities. We received a TANF grant in 2010, and later, some funding from Rocky Mountain Power Foundation. We have worked with the Rock Springs Housing Authority, private landlords, the Salvation Army, DFS, Southwest Counseling, Head Start, the City of Rock Springs, Churches Inc., several churches, energy companies, Western Wyoming Community College, Community Nursing, and others to help clients succeed.

Community partners involved in the program implementation. List resources to be provided by each partner:

United Way has provided funding for the basic Family Independence program infrastructure. Head Start has made referrals, and has sometimes provided interpreters. Churches have made referrals, and also have provided some funding to meet smaller needs of clients. We have worked with Western Wyoming Community College and Climb Wyoming to help clients obtain employment-related training. We are able to write Salvation Army vouchers, and serve on their local board. We use space through Churches Inc. in Green River and the City of Rock Springs.

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

Clearly, education impacts employment and income, and those in turn impact self-sufficiency. The Department of Labor reports an income difference of 26% between high school drop-outs and high school graduates. It also reports unemployment rates of 8% for drop-outs, 5.4% for high school grads, and 5.0% for people with some college but no degree. So helping clients to obtain more job-related education should improve their ability to find work and to improve income.

The Sweetwater Family Resource Center also operates a Housing First Program. Housing First is evidence-based. While incorporating all of the strategies into this project would currently be cost prohibitive, we are using a small part of this model to improve outcomes for the Independence-TANF participants. Housing First has shown that if clients are able to maintain housing (as opposed to being homeless), they are better able to take steps themselves to improve their situations. By helping to meet basic needs, particularly improving housing security with supportive rental assistance at a greater level than we currently are able to help, it is our theory that clients will be better able to take advantage of educational and employment opportunities, as well as other programs to improve their situations (such as financial management or parenting classes).

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

Funding is very difficult in Sweetwater County right now. The County has an energy based economy, and we are in a "bust" cycle. Many people have lost jobs or had hours reduced, the tax base is lowered, and donations to United Way are less than when we had a more robust economy. Social services are asked to make budget reductions. However, we will be looking at the outcomes of this project, and should it be determined that it is successful, we will work to incorporate it within our other funding streams for Family Independence, and will work to add foundation funding.

Describe the cost-benefits of providing this program: The ultimate cost-benefit will be that if clients are able to become self-sufficient or more self-sufficient, that will reduce or eliminate the need for future government financial assistance.

Reliance on unemployment benefits, other TANF/POWER funds, WIC and more could be reduced. Additionally, keeping people in housing saves communities money in ER visits, law enforcement, foster care, and other expenses.

Specific costs of the program: Applicant shall submit their proposed budget utilizing the format on page 6 and 7 of this proposal. The quarterly invoice submissions shall also be in the attached format. Administrative costs shall be at or below 10% of your program costs and separated out. Applicant shall submit a proposed budget in line item detail with a narrative explaining each line item and the purpose of the expenditure.

Budget amount requested:

\$15,000.00

Required Reporting:

Applicant shall submit a quarterly report detailing the services provided to TANF eligible families. A sample report is included at the end of this proposal.

Certification:

I certify to the best of my knowledge that the information contained in this application for Sweetwater Family Resource Center is correct.

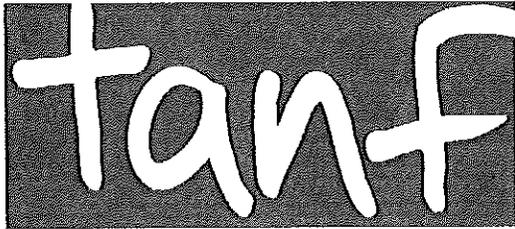
If awarded funding under this grant, I certify that this project will be conducted in accordance with the funding source requirements and the assurances provided within the application.


 Wally J. Johnson
 Chairman
 Sweetwater County Board of County Commissioners

4/18/14
 Date

Sweetwater Family Resource Center Family Independence Program TANF Budget			
Amount Requested from Proposal: \$15,000.00			
	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.			
Employer Paid Benefits Admin: Activities spent managing the grant. Program: Wages for all staff who provide direct client services.			
Employer Payroll Taxes Admin: Activities spent managing the grant. Program: Wages for all staff who provide direct client services.			
Supplies Admin: Supplies and expenses needed to manage the grant. Program: Supplies needed for instructor use.			
Recruiting and Marketing Cannot include promotional items.			
Travel Travel necessary to serve participants.			

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.			
Participant Tuition and Class Fees	250.00		GED, certificate, class, safety, etc., tuition as needed
Participant Class Supplies and Materials	200.00		Books and supplies as needed
Participant License and Certification Fees	200.00		CAN, Safety, etc. as needed
Participant Drug and Aptitude Screening Can include other types of assessments.			
Work Support Services and Clothing	550.00		Boots, work clothes as needed, gas to get to work
Participant Wages			
Participant Fringe Benefits			
Participant Incentives			
Other Participant Needs: Description -	13,800.00		Housing, utility assistance while taking steps forward @ \$1,675 per household
Total	15,000.00		Total Administrative Costs cannot exceed 10% of your total Program Costs
TOTAL BUDGET (Program + Admin)		\$15,000.00	
Number of Participants Planning to Serve		24 people/9 families	
Cost Per Participant		\$625/person, \$1,800/family	



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

TANF/CPI FFY 17 Quarterly Report and Invoice

Organization Name: _____ Sweetwater County Commissioners _____
Reporting Period: _____
Date: _____

Progress Reporting:

Goal 1: CLIMB will ensure that low-income single mothers receive the training, skills, and support necessary to reach economic self-sufficiency and to succeed long-term in all aspects of their lives.

Objective A: Graduates are trained and placed in high quality jobs.

Performance Measure: 80% of participants who enter a program will successfully complete it and 75% of program graduates will be employed after program completion.

Evaluation: What is the performance outcome of Objective A?

Objective B: Increase their incomes to livable wages.

Performance Measure: The target wage post-program will be a wage that moves participants towards self-sufficiency based on the Wyoming Self Sufficiency Standard.

Evaluation: What is the performance outcome of Objective B?

Objective C: Reduce dependence on government benefits.

Performance Measure: 50% of program graduates who enter the program utilizing food stamps will show a decrease in the dependence on food stamps; and 50% of program graduates who enter the program utilizing public healthcare will show a decrease in the dependence on public healthcare.

Evaluation: What is the performance outcome of Objective C?

Objective D: Learn the skills needed for successful relationships at home and at work.

Evaluation: What is the performance outcome of Objective D?

Goal 2: SFRC clients will complete training that could reasonably be expected to enhance their employability or will obtain employment.

Objective A: A brief case plan will be developed for each client outlining needs and goals, and the client will take needed steps to work toward those goals.

Performance Measure: 80% of households will complete training that could reasonably be expected to enhance their employability, or will obtain employment.

Evaluation: What is the performance outcome of Objective A?

Goal 3: SFRC clients will maintain adequate housing for six months after beginning the program.

Objective A: After financial assistance is provided to help meet housing and other basic needs, the client will make a plan to support payment of future housing and other basic needs.

Performance Measure: 80% of households will maintain adequate housing for six months after beginning the program.

Evaluation: What is the performance outcome of Objective A?

Goal 4: SFRC clients will participate in education or programs that can reduce family stresses which may impact their ability to work toward self-sufficiency (unless they complete two items in

goal one, as above, e.g. complete training and obtain employment, or two individuals in the household complete training or obtain employment.

Objective A: Client's will attend, participate and graduate from financial management, anger management, and parenting classes.

Performance Measure: 80% of households complete education or programs that can reduce family stresses which may impact their ability to work toward self-sufficiency, or complete two of the steps in goal 1 above.

Evaluation: What is the performance outcome of Objective A?

Successes and Challenges:

Please share monthly/quarterly successes and challenge

Monthly/Quarterly Invoice: Sweetwater County Commissioners

Submit To:
 Corrine Livers
 Corrine.livers@wyo.gov

Expenditures for the Month and Year of: _____
 Submitted on _____

	Program Costs	Admin. Costs	YTD	Budget
Salaries				
Program: CLIMB				\$31,200.00
Admin: CLIMB				\$3,840.00
Employer Paid Benefits				
Program: CLIMB				\$1,680.00
Admin: CLIMB				\$510.00
Employer Payroll Taxes				
Program: CLIMB				\$3,120.00
Admin: CLIMB				\$384.00
Supplies				
Program: CLIMB				\$600.00
Admin: CLIMB				\$120.00
Recruiting and Marketing				
Travel				
Rent and Utilities				
Program: CLIMB				\$5,400.00
Admin: CLIMB				\$600.00
Participant Tuition and Class Fees				
Program: SFRC				\$250.00
Participant Class Supplies and Materials				
Program: CLIMB				\$600.00
Program: SFRC				\$200.00
Participant License and Certification Fees				
Program: SFRC				\$200.00
Participant Drug and Aptitude Screening				
Work Support Services and Clothing				
Program: SFRC				\$550.00
Participant Wages				
Program: CLIMB				\$4,800.00
Participant Fringe Benefits				
Participant Incentives & Expenses				
Program: CLIMB				\$1,800.00

Other Participant Needs				
Program: CLIMB (Mental Health Provider)				\$5,346.00
Program: SFRC (Client Assistance)				\$13,800.00
TOTAL BUDGET				
Program + Admin				\$75,000.00
Number of Participants Served				
Cost Per Participant				

ORIGINAL

**FFY 2017 TANF/CPI SUBSUBCONTRACT
BETWEEN
SWEETWATER COUNTY AND
CLIMB WYOMING**

1. **Parties.** The parties to this Subcontract are Sweetwater County (Contractor), whose address is: 80 West Flaming Gorge Way, Suite 150, Green River, WY 82935, and CLIMB Wyoming (Subcontractor), whose address is: 1001 West 31st Street, Cheyenne, WY 82001.
2. **Purpose of Subcontract.** The purpose of this Subcontract is to set forth the terms and conditions by which the Subcontractor shall operate the Temporary Assistance For Needy Families Community Partnership Initiative (TANF/CPI), a community plan which will provide a continuum of services to Sweetwater County families as outlined in Attachment A, attached and incorporated herein by reference.
3. **Term of Subcontract and Required Approvals.** This Subcontract is effective when all parties have executed it and all required approvals have been granted (Effective Date). The term of the Subcontract is from October 1, 2016 through September 30, 2017. All services shall be completed during this term.

The parties to this Subcontract acknowledge that Contractor has a Contract with the Wyoming Department of Health, Public Health Division (Agency), whereby the Agency provides funding which Contractor uses to reimburse for services provided by Subcontractor.

4. **Payment.** The Agency agrees to pay the Subcontractor for the services described in Section 5 below. Total payment under this Subcontract shall not exceed Sixty Thousand Dollars (\$60,000.00). Payment shall be made quarterly through the Sweetwater County Grants Department on Sweetwater County vouchers after receipt of the required invoice, supporting documentation and performance report. Subcontractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Subcontract. Should the Subcontractor fail to perform in a manner consistent with the terms and conditions set forth in this Subcontract, payment under this Subcontract may be withheld until such time as the Subcontractor performs its duties and responsibilities to the satisfaction of Agency.

No payment shall be made for work performed before the Effective Date of this Subcontract.

The federal source of funding is Temporary Assistance for Needy Families (TANF), CFDA #93.558.

5. **Responsibilities of Subcontractor.** The Subcontractor agrees to:
 - A. Carry out the program described in Attachment A;
 - B. Enhance sustainability beyond the funding period;

- C. Determine TANF eligibility for families participating in the program. A TANF Eligibility Intake Form shall be completed for each family being billed under this Subcontract;
- D. Bill the Contractor for funding quarterly. The Subcontractor shall only bill for services provided to TANF eligible families. The quarterly invoice in Attachment B, attached and incorporated herein by reference, shall be used when submitting quarterly invoices;
- E. Provide quarterly program performance reports. Subcontractor shall validate all outcomes utilizing quantitative and qualitative data. The report in Attachment B shall be used for each quarterly report;
- F. Provide reporting that is sufficient to provide an audit trail for state or federal auditors to determine accuracy of direct and indirect costs. Invoices and reports shall be submitted within fifteen (15) days following the end of the quarter;
- G. Submit the final invoice to the Contractor no later than fifteen (15) days after the term of the Subcontract;
- H. Submit the Year End Report summarizing the entire year no later than fifteen (15) days after the term of the Subcontract;
- 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 or check(s) payable directly to the individual(s) served by the program; and
- K. Obtain prior approval from the Contractor for all budget changes which deviate from the submitted budget (Attachment A).

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

- A. Pay Subcontractor in accordance with Section 4 above;
- B. Instruct Subcontractor 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 Subcontract; and
- D. Monitor Subcontractor's efforts in securing other funding to ensure the program is sustainable after the funding period.

7. **Special Provisions.**

- A. **Assumption of Risk.** The Subcontractor shall assume the risk of any loss of state or federal funding either administrative or program dollars, due to the

Subcontractor's failure to comply with state or federal requirements. The Contractor shall notify the Subcontractor of any state or federal determination of noncompliance.

- B. Environmental Policy Acts.** Subcontractor agrees all activities under this Subcontract 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 Subcontract may be terminated without penalty if a private entity that receives funds under this Subcontract:

 - (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.** Subcontractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Subcontract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Subcontract. If Subcontractor breaches or violates this warranty, Agency may, at its discretion, terminate this Subcontract 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 Subcontract, Subcontractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subcontractor or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, Subcontract, cooperative agreement, or loan.
- F. Monitoring Activities.** Contractor shall have the right to monitor all activities related to this Subcontract that are performed by Subcontractor 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 Subcontract; and, to observe personnel in every phase of performance of the related work.
- G. Nondiscrimination.** The Subcontractor 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/or 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 Subcontract.

- H. **No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Subcontract, shall be paid by either party.
- I. **Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Subcontractor and related to the services and work to be performed under this Subcontract, shall identify the Agency and Contractor as the sponsoring agencies and shall not be released without prior written approval of the Contractor.
- J. **Suspension and Debarment.** By signing this Subcontract, Subcontractor 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 Subcontract 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, Subcontractor 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 Subcontract.
- K. **Administration of Federal Funds.** Subcontractor agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200 *et seq.*, and/or 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.** Subcontractor acknowledges that federal grantor, the State of Wyoming, Agency, and Contractor 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 Subcontract; and (2) any rights of copyright to which Subcontractor purchases ownership using funds awarded under this Subcontract. Subcontractor must consult with Contractor regarding any patent rights that arise from, or are purchased with, funds awarded under this Subcontract.
- M. **Federal Audit Requirements.** Subcontractor 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. Subcontractor 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 Grant, Subcontractor 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.** Subcontractor 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. Subcontractor 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 Subcontract.
- O. **Program Income.** Subcontractor 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 Subcontract 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 Subcontract which are mutually agreed upon by the parties to this Subcontract shall be incorporated by written instrument, executed and signed by all parties to this Subcontract.
- B. **Applicable Law/Venue.** The construction, interpretation, and enforcement of this Subcontract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Subcontract and the parties, and the venue shall be the Third Judicial District, Sweetwater County, Wyoming.
- C. **Assignment/Subcontract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Subcontract without the prior written consent of the other party. The Subcontractor shall not use this Subcontract, or any portion thereof for collateral for any financial obligation without the prior written permission of the Contractor.
- D. **Audit/Access to Records.** The Contractor and its representatives shall have access to any books, documents, papers, electronic data and records of the Subcontractor which are pertinent to this Subcontract.
- E. **Availability of Funds.** Each payment obligation of the Contractor is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continued performance of the Subcontract, the Subcontract may be terminated by the Contractor at the end of the period for which the funds are available. The

Contractor shall notify the Subcontractor 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 Contractor 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. This provision shall not be construed to permit the Contractor to terminate this Subcontract to acquire similar services from another party.

- F. Award of Related Subcontracts.** The Contractor may award supplemental or successor Subcontracts for work related to this Subcontract. The Subcontractor shall cooperate fully with other subcontractors and the Contractor in all such cases.
- G. Certificate of Good Standing.** Subcontractor shall provide to the Contractor a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs before and during performing work under this Subcontract, if applicable.
- H. Compliance with Laws.** The Subcontractor 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 Subcontract.
- I. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Subcontractor in the performance of this Subcontract shall be kept confidential by the Subcontractor unless written permission is granted by the Agency for its release. If and when Subcontractor receives a request for information subject to this Subcontract, Subcontractor shall notify Contractor within ten (10) days of such request and not release such information to a third party unless directed to do so by Contractor.
- J. Entirety of Subcontract.** This Subcontract, consisting of ten (10) pages, Attachment A [Program Description], consisting of thirteen (13) pages, and Attachment B [Quarterly Expenditure and Program Report, and Quarterly Invoice], consisting of three (3) pages, represent(s) the entire and integrated Subcontract between the parties and supersede(s) all prior negotiations, representations, and agreements, whether written or oral.
- K. Ethics.** Subcontractor 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 Subcontractor's profession.
- L. Extensions/Renewals.** Nothing in this Subcontract shall be interpreted or deemed to create an expectation that this Subcontract will be extended beyond the term described herein.
- M. Force Majeure.** Neither party shall be liable for failure to perform under this Subcontract 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. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

- N. Indemnification.** The Subcontractor shall release, indemnify and hold harmless the State, the Agency, the Contractor and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of Subcontractor's failure to perform any of Subcontractor's duties and obligations hereunder or in connection with the negligent performance of Subcontractor's duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of Subcontractor's malpractice or malfeasance.
- O. Independent Subcontractor.** The Subcontractor shall function as an independent Subcontractor for the purposes of this Subcontract and shall not be considered an employee of the State of Wyoming or Sweetwater County for any purpose. Consistent with the express terms of this Subcontract, the Subcontractor shall be free from control or direction over the details of the performance of services under this Subcontract. The Subcontractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Subcontractor in fulfilling the terms of this Subcontract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Subcontract. Nothing in this Subcontract shall be interpreted as authorizing the Subcontractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Contractor or to incur any obligation of any kind on the behalf of the State of Wyoming or the Agency. The Subcontractor agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Subcontractor or the Subcontractor's agents and/or employees as a result of this Subcontract.
- P. Notices.** All notices arising out of, or from, the provisions of this Subcontract shall be in writing either by regular mail or delivery in person at the address(es) provided under this Subcontract.
- Q. Notice and Approval of Proposed Sale or Transfer.** The Subcontractor shall provide the Contractor with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Subcontractor. Such notice shall be provided in accordance with the notices provision of this Subcontract. If the Contractor determines that the proposed merger, consolidation, sale, or transfer of assets is not consistent with the continued satisfactory performance of the Subcontractor's obligations under this

Subcontract, then the Contractor may, at its option, terminate or renegotiate the Subcontract.

- R. **Ownership and Destruction of Documents/Information.** Agency owns all documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Subcontractor in the performance of this Subcontract. Upon termination of services, for any reason, Subcontractor agrees to return all such original and derivative information/documents to the Contractor in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Contractor's verified receipt of such information, Subcontractor agrees to physically and electronically destroy any residual Contractor-owned data, regardless of format, and any other storage media or areas containing such information. Subcontractor agrees to provide written notice to Contractor confirming the destruction of any such residual Contractor-owned data.
- S. **Patent or Copyright Protection.** The Subcontractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Subcontractor or its subcontractors will violate any such restriction. The Subcontractor shall defend and indemnify the Agency for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.
- T. **Prior Approval.** This Subcontract shall not be binding upon either party and no services shall be performed until this Subcontract has been reduced to writing, and approved as to form by the Sweetwater County Attorney's Office.
- U. **Severability.** Should any portion of this Subcontract be judicially determined to be illegal or unenforceable, the remainder of the Subcontract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- V. **Sovereign Immunity.** The Contractor and the State of Wyoming do not waive sovereign or governmental immunity by entering into this Subcontract and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Subcontract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- W. **Taxes.** The Subcontractor shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

- X. **Termination of Subcontract.** This Subcontract may be terminated, without cause, by the Contractor upon thirty (30) days written notice. This Subcontract may be terminated by the Contractor immediately for cause if the Subcontractor fails to perform in accordance with the terms of this Subcontract.

- Y. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Subcontract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Subcontract shall operate only between the parties to this Subcontract and shall inure solely to the benefit of the parties to this Subcontract. The provisions of this Subcontract are intended only to assist the parties in determining and performing their obligations under this Subcontract.

- Z. **Time is of the Essence.** Time is of the essence in all provisions of this Subcontract.

- AA. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Subcontract.

- BB. **Waiver.** The waiver of any breach of any term or condition in this Subcontract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

CONTRACTOR:
Sweetwater County

Wally J. Johnson, Chairman

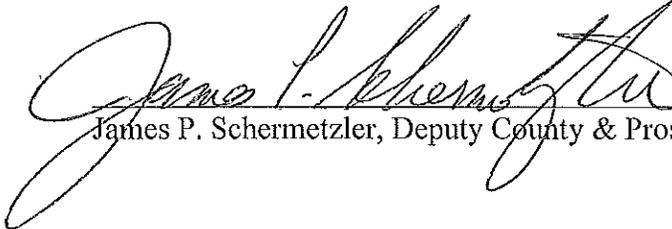
Date

ATTEST:
Sweetwater County Clerk

Dale Davis, County Clerk

Date

SWEETWATER COUNTY ATTORNEY'S OFFICE APPROVAL AS TO FORM



James P. Schermetzler, Deputy County & Prosecuting Attorney

9/26/16
Date

SUBCONTRACTOR:
CLIMB Wyoming

Ray Fleming Dineen, Executive Director

Date

ORIGINAL

Attachment A

CLIMB Wyoming

**Individual Organization Application
Sweetwater County, Wyoming**

State of Wyoming

Department of Family Services

**TEMPORARY ASSISTANCE
FOR NEEDY FAMILIES
COMMUNITY PARTNERSHIP INITIATIVE
GRANT APPLICATION**

**Temporary Assistance For Needy Families
Community Partnership Initiative
FFY 2017 Grant Application**

Community Name: Sweetwater County

County(s)/Tribe: Sweetwater County
Wally J. Johnson, Chairman
Sweetwater County Board of County Commissioners

Primary Contact: Brittany Gray
Program Director
CLIMB Wyoming
4020 Dewar Drive, Suite B
Rock Springs, WY 82901
Tel. (307) 382-0771
Fax: (307) 382-2605
Email: brittany@climbwyoming.org

Person Monitoring the Program: Ray Fleming Dineen
Executive Director
CLIMB Wyoming
1001 West 31st Street
Cheyenne, WY 82001
Tel. (307) 778-4126
Fax: (307) 778-1867
Email: ray@climbwyoming.org

County Staff Monitoring the Program: Krisena Marchal
Grants Manager
Sweetwater County
80 W Flaming Gorge Way, Suite 19
Green River, WY 82935
Tel. (307) 872-3888
Fax: (307) 872-3992
Email: marchalk@sweet.wy.us

Program Name: CLIMB Wyoming

TANF purpose(s) addressed in project (list the purposes):

- Primary purpose: To end the dependence of needy parents on government benefits by promoting job preparation and work.
- Secondary purpose: To provide assistance to needy families so that children may be cared for in their own homes.

Program description:

CLIMB Wyoming focuses on training and placing single mothers in careers that successfully support their families and move them toward self-sufficiency. The uniquely comprehensive CLIMB program model was developed in 1986 in Cheyenne. To meet Wyoming's workforce needs, the CLIMB programs help women enter a variety of occupations that include healthcare and medical office careers, truck driving, warehousing, office careers, construction and energy and more.

Each program delivers the following CLIMB program model phases:

➤ **Program Research and Planning:**

Program research and planning activities are conducted year-round, but become a strong focus for approximately two to four months prior to the comprehensive training start date. During program planning, CLIMB staff research and identify career opportunities in growing fields, then engage and survey businesses and industry groups within these growing fields. Based on the businesses' input, staff work with a community college or private training entity to develop a curriculum that trains for the occupation's required knowledge, skills and abilities. This research and planning phase ensures that staff will be able to place participants in long-term job opportunities during job placement and that job placements allow the participants to earn a wage that moves them toward self-sufficiency and offers them opportunities for long-term employment.

➤ **Participant Recruitment:**

Participant recruitment activities are also conducted year-round, but become more intense approximately two months prior to the comprehensive training start date, and after the research and planning activities for the program have been completed and requirements of the training and employment are known. CLIMB's unique participant recruitment approach is vital to connecting well-matched, qualified and ready-to-work individuals to high-quality jobs during job placement. This phase is also the first opportunity for CLIMB to demonstrate to candidates how the CLIMB program is different from other programs that they may have encountered.

During recruitment, CLIMB program staff members work hard to locate low-income single mothers who are most in need. These mothers often feel they cannot successfully complete the program due to the personal challenges in their lives. Program staff members assist and coach candidates to overcome obstacles such as low self-esteem, childcare, transportation and housing so that they can participate. Each CLIMB program serves ten to eleven low-income single mothers who complete the program as a group

that evolves into a strong peer support network which lasts well beyond the end of the program.

➤ Comprehensive Training:

Comprehensive training lasts approximately two to four months, depending on the job training curriculum. CLIMB's participants are strong women who can meet Wyoming's critical workforce needs. Comprehensive training develops the participants' strengths and builds upon them through extensive training in high-demand, high-growth occupations that lead to self-sufficient wages. CLIMB participants are guided through job training and also receive services that allow them to begin to address personal barriers to success. The comprehensive training phase includes industry specific training, work readiness training, life skills training, parenting skills training, mental health services (including both group and individual counseling provided by a Licensed Mental Health Provider) and advocacy services.

➤ Job Placement:

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

➤ Ongoing Support:

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

In Sweetwater County, 130 TANF eligible single mothers and 278 children have been served by a CLIMB program. The participants demonstrate the following outcomes:

- 93% successfully graduated from the CLIMB program.
- 45% were employed when they entered the program; however 76% were employed two years after completing the program.
- Monthly wage income for employed clients increased from \$1,073 before the program to \$3,150 two years after program completion.
- 46% of clients utilized food stamps prior to entering the program; however, 28% utilized food stamps two years after completing the program

- The percentage of participants on public health care programs fell from 22% prior to entering the program to 9% two years after completing the program.

Is this program different than previous programs operated with TANF funds in the past?

Yes No If so, how is it different?

Area(s) served:

Sweetwater County

Population served:

Low-income single mothers living at or below 185% of the Federal Poverty Level.

Beginning and end date of program:

October 1, 2016 - September 30, 2017

Projected number of TANF eligible individuals served by this program:

20 single mothers and 40 of their children

Provide an explanation on how income information will be gathered to determine TANF eligibility for the low-income families being served in the program.

Applicants shall use a TANF Eligibility Intake Form. A copy of the TANF Eligibility Intake Form shall be attached to this proposal.

Since participants must be living below 185% of the federal poverty level in order to participate in CLIMB Wyoming programs, staff will verify participant income. Total income is considered monthly gross wages, child support, unemployment, and any other cash benefits received. Staff use the following methods to verify participant income: Food Stamp Verification through the local Department of Family Services case worker, copies of participant's paystubs, income verification form for participant from respective employers, prior year's tax returns, proof of child support payments received, Workers Compensation pay stubs, unemployment pay stubs and Social Security or Disability.

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

The Sweetwater County CLIMB program offers 2 training sessions per year, each lasting approximately 6 months from recruitment through end of final placements. The intensive training sessions are approximately 8 to 10 weeks long. The training days are full days that run approximately 8 am to 5 pm.

Intent of the program:

The intent of every CLIMB Wyoming training program is to ensure that low-income single mothers receive the training, skills, and support necessary to reach economic self-sufficiency and to succeed long-term in all aspects of their lives.

Goals of the program:

The foremost goal of every CLIMB Wyoming training program is to ensure that low-income single mothers receive the training, skills, and support necessary to reach economic self-sufficiency and to succeed long-term in all aspects of their lives.

List objectives that will be implemented to accomplish the program goals:

The program objectives are that graduates are trained and placed in high quality jobs, increase their incomes to livable wages, reduce dependence on government benefits, and learn the skills needed for successful relationships at home and at work.

Using the outcome data collected from participants enrolled in the program, objectives to accomplish the goals will be measured using the following:

- Training completion.
- Increase of the employment rate for participants from pre- to post-program.
- Increase of the average monthly wage for participants from pre- to post-program.
- Decrease of the dependence on food stamps for participants from pre- to post-program.
- Decrease of the dependence on public healthcare for participants from pre- to post-program.

List performance measures on each goal that will be used to evaluate the program's success:

- 80% of participants who enter a program will successfully complete it. Historically, 93% of Sweetwater County CLIMB participants have completed the program.
- 75% of program graduates will be employed after program completion. Historically, 76% of Sweetwater County CLIMB participants have maintained employment two years post-program.
- The target wage post-program will be a wage that moves participants towards self-sufficiency based on the Wyoming Self Sufficiency Standard. Historically, monthly wage income for employed clients increased from \$1,073 before the program to \$3,150 two years after program completion.
- 50% of program graduates who enter the program utilizing food stamps will show a decrease in the dependence on food stamps. Historically in Sweetwater County, 46% of clients utilized food stamps prior to entering the program; however, 28% utilized food stamps two years after completing the program.
- 50% of program graduates who enter the program utilizing public healthcare will show a decrease in the dependence on public healthcare. Historically, the percentage of participants on public health care programs fell from 22% prior to entering the program to 9% two years after completing the program.

Quantify expected outcomes for each goal:

- Approximately 16 of the 20 participants who enter the program will successfully complete it.
- Approximately 12 of these program graduates will be employed one year after program completion.
- These 12 program graduates will be earning a wage that moves them towards self-sufficiency based on the Wyoming Self Sufficiency Standard.
- Approximately 4 of the 8 program graduates who enter the program utilizing food stamps will show a decrease in their dependence on food stamps.
- Approximately 2 of the 4 program graduates who enter the program utilizing public healthcare will end their dependence on public healthcare.

Describe data collection methods to be used and how data will be provided to validate outcomes:

CLIMB Wyoming has extensive experience collecting data on program participants. CLIMB's data collection system is designed to respond to the requirements of TANF programs. Staff members track the number of participants who enroll in and complete the program; the number of participants who acquire employment; and changes in hourly wage rates, childcare assistance, food stamps and health care status before and after the program to evaluate levels of reliance on state assistance. 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.

Provide an explanation of the results the program expects to achieve, how data will be collected, and how quality assurance will be conducted to validate measurements:

CLIMB Wyoming has a proven track record of meeting and exceeding the results the program expects to achieve (listed above) and is committed to continuous improvement.

Since 2004, CLIMB has tracked the progress of program participants for a full year after completing the program. Participant data is collected at the following post program intervals: work experience placement, first unsubsidized placement, and 3-months, 6-months, 9-months and 12-months after program completion.

Staff members utilize participant self-report forms, staff observations, participant interviews and participant records to document each participant's program outcomes. Data will be tracked in CLIMB's customized database and reviewed regularly by the Fiscal/Research Administrator to ensure accuracy. Progress reports for the TANF grant will be supplied to the Department of Family Services and county representatives as outlined in the special provisions.

In 2005, CLIMB also began partnering with the Wyoming Survey and Analysis Center (WYSAC) to conduct second year follow-ups and provide independent quality assurance. 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. This data is also entered into CLIMB Wyoming's centralized database and reviewed by the Fiscal/Research Administrator.

Resource gap(s) addressed by program:

According to the U.S. Census Bureau (2014), 39% of families in Sweetwater County with a female head of household had income below the poverty level. Within this population, there is a high degree of substance abuse, mental health disorders, family violence, child behavior problems, use of foster care, and legal challenges. All of these factors make this population one of the most at-risk and difficult to reach.

Without successful avenues to self-sufficiency, this population can have a significant impact on community and public resources, and the future opportunities for the children in this population

decreases. Poverty and the related disadvantages negatively affect both the educational opportunities that children will have and the educational outcomes that they will likely experience (ETS 2013).

CLIMB Wyoming focuses on addressing the primary needs of the single mother to create a pathway out of poverty for herself and her children. CLIMB Wyoming understands that successfully moving our target population out of poverty takes much more than job training. CLIMB Wyoming incorporates not only the components necessary to help low-income single mothers move toward self-sufficiency, financial independence and family stability through job training and placement, but also services that extend well beyond these job-related components. Our innovative and unique mental-health based program includes group and individual counseling, life skills and parenting skills training, financial education and asset building and peer group support. In offering comprehensive services, we better prepare our participants for long-term success in the workplace, their communities and their families. This combination of services allows single mothers we serve to overcome their personal barriers to success and make permanent life changes for themselves and their children.

Description of how community wide collaboration in planning and implementation occurred:

In Sweetwater County, CLIMB has identified effective and innovative ways to maximize the services provided to participants through collaboration. CLIMB Wyoming operates as a broad-based, community effort, involving government agencies - in particular the Departments of Family Services and Workforce Services - to identify and address the needs of the working poor and prevent duplication. CLIMB programs strive to ensure efficient use of funds by avoiding any duplication of services and a streamlined referral process making certain clients are receiving the most appropriate services available. Private businesses in Sweetwater County are essential partners as they share their workforce needs and provide jobs to program graduates.

During the program planning phase, CLIMB staff research and identify career opportunities in high-demand fields, engage and survey businesses and industry groups within these high-demand fields and then, based on input from potential employers, work with community colleges, private training entities and employers to develop a 8 to 10 week training curriculum that includes the required knowledge, skills and abilities for that industry. During program research, staff gathers information from employers within the industry regarding wage, current demand, duties and responsibilities, type of training and career paths. Effective research, planning and training ensures 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.

During the job placement phase, CLIMB Wyoming Business Liaisons work closely with Sweetwater County employers to support the transition from the comprehensive training phase to on-the-job training. CLIMB staff meets with potential employer partners and gathers information about wages, benefits and opportunities for promotion, prioritizing jobs that will lead to the end goal of long-term employment. Once a job opening is identified and a participant has been matched to the opening, the Business Liaison serves as a participant advocate to negotiate details of employment including wage, work conditions and benefits.

The job placement phase provides compensation to the employer for the first six weeks in exchange for on-the-job training, work experience and additional support that otherwise would not be provided to a new employee. This phase helps transition the participant from training to

becoming a reliable, long-term employee. Each participant receives a minimum of two work experience performance evaluations throughout the work placement. The purpose of these performance evaluations is to model effective, proactive, appropriate communication between supervisors and employees, to discuss performance and to identify ways the participant can improve. 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.

Community partners involved in the program implementation. List resources to be provided by each partner:

The following list shows several of the local agencies and businesses that CLIMB has partnered with through referrals and life skills training and several of the local businesses that CLIMB has partnered with for training and employee placement: Rock Springs Chamber, Green River Chamber, City of Rock Springs, City of Green River, Sweetwater County Commissioners, Department of Family Services, Department of Workforce Services, Family Justice Center, Family Dynamics, Family Resource Center, Southwest Counseling, SW-Wrap, Centsible Nutrition, Healthy Moms Healthy Babies, Community Nursing, Mission at Castle Rock Rehab, Memorial Hospital , Western Wyoming Community College, Young at Heart Senior Center, United Way, YWCA , WIC, Sweetwater County Library System, Head Start, Sweetwater County Child Development Center, Wyo Radio, The Radio Network , Rocky Mountain Bank , Commerce Bank, Plan One Architects, , Anadarko, Killer 8 Trucking, Red Desert InstaCare, Starbucks, Talco Trucking, Teton Distributors, Western Wyoming Beverages and Wyoming Analytical Laboratories, Inc.

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

CLIMB Wyoming's model is based on over 30 years of successfully helping low income single mothers achieve and maintain self-sufficiency. The model was developed in Cheyenne in 1986 for young, single mothers ages 16 to 21. Recognizing this successful paradigm and the need to reach more single mothers, Wyoming community partners collaborated in late 2003 to aggressively expand the model to serve low-income single mothers of all ages across the state. The CLIMB program model has been refined over more than 30 years to best meet the needs of low-income single mother families. CLIMB Wyoming has extensive knowledge and research on providing successful programs for the TANF population and will assist others in making services available to low-income families in Wyoming.

In 2014, Governor Matt Mead and the Wyoming Department of Family Services (DFS) recognized CLIMB's commitment to and impact on families in poverty in Wyoming with the Friends of DFS award. The award is given rarely and has been awarded to a Wyoming organization only three times in recognition of outstanding work in helping Wyoming's families in need.

In 2015, CLIMB Wyoming was recognized as a "Promising Program" by the Center for the Study of Social Policy in a report highlighting innovative strategies for serving the unique needs of young children and their families in rural areas through a multi-generational approach. Titled "Strengthening Supports for Young Parents and Their Children: A Focus on Low-Income Rural and Suburban American Families" the report highlighted CLIMB as one of six rural and suburban

organizations nationwide that fully integrates support for each generation, with practices that specifically reflect the developmental needs of both children and young parents, negotiate agreements among multiple service providers, and take action to influence the broader systems that can provide additional support.

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

To ensure funding, CLIMB Wyoming has worked over the past 30 years to sustain its programs through two important components: (1) Institutional and Program Sustainability – the capacity to maintain program integrity through continued strong leadership, skilled staff, and a solid base of community volunteer leaders; and (2) Financial Sustainability – the ability to continue to generate revenue to support CLIMB programs.

CLIMB Wyoming program success is built upon a partnership between the CLIMB professional staff and the continued involvement of government, agency, and business leaders. CLIMB involves community leaders in collaborative planning, ongoing monitoring, and evaluation processes. CLIMB is committed to networking within the community and has established an effective public awareness program to provide community contacts with a continuous information source about programs and services.

CLIMB Wyoming programs utilize a comprehensive and diverse fundraising program including:

- 1) Foundation and Corporate grant seeking, which includes identification and outreach to appropriate prospects to help underwrite special needs and projects
- 2) Major donor cultivation to develop and secure an individual donor base with a capacity to have significant impact on CLIMB Wyoming activities
- 3) Government grant seeking, which includes identification of and application to appropriate federal, state and county requests

Describe the cost-benefits of providing this program:

The financial costs to the TANF CPI Program to support the Sweetwater County CLIMB program for one year will be \$50,000. The financial benefits to participants are that they increase their incomes to livable wages, reduce dependence on government benefits, and learn the skills needed for successful relationships at home and at work.

The program objectives also reach beyond the participants to:

✓ *Impact the Family Environment:*

The comprehensive CLIMB Wyoming program model addresses more than just job training and placement. Participants learn life skills including parenting, stress management and budgeting that improve their capacity for successful parenting and increase their ability to set a positive example for their children. Armed with new coping and communication skills, as well as a steady source of income, our program graduates are able to provide healthier, more stable environments for their children.

✓ *Support Wyoming Businesses:*

CLIMB Wyoming is strengthening businesses by preparing trained workers to succeed and be productive contributors in the workplace. The CLIMB Programs work directly with employers to ensure that their training needs are met.

✓ *Benefit Local Wyoming Communities:*

The benefits to Sweetwater County are significant as more families move out of poverty. Some of the community benefits include increased school attendance rates, decreased child behavior problems, improved mental health, decreased substance abuse, decreased use of foster care, increased access to private health insurance, and a decrease in the crime rate. Families that break the cycle then have the ability to become positive role models and contributing members of their communities.

The financial benefits to the State of Wyoming as a result of the CLIMB Wyoming Program are also impressive. For every 100 Wyoming families that reach self-sufficiency, Wyoming experiences the following cost savings (conservative estimates):

CLIMB Wyoming Estimated Cost Savings	
Medicaid Savings (50 families) ¹	303,700.00
Food Stamps Savings (47 Families) ²	208,022.00
Eliminated Incarceration Cost (5 mothers) ³	223,125.00
Eliminated Foster Care Cost (15 children) ⁴	119,520.00
Annual Savings to Wyoming	\$854,367.00

¹ Average yearly cost for 2 children on Medicaid is \$6,074. American Academy of Pediatrics, Medicaid Facts Wyoming. Retrieved May 2012. <http://www.aap.org/en-us/advocacy-and-policy/federal-advocacy/access-to-care/Medicaid%20Fact%20Sheets/Wyoming.pdf>

² Average yearly cost for a family of 3 on food stamps is \$4,426. United States Department of Agriculture. Retrieved May 2012. [http://www.fns.usda.gov/pd/18SNAPavg\\$PP.htm](http://www.fns.usda.gov/pd/18SNAPavg$PP.htm)

³ Average yearly cost of incarceration per inmate is \$44,625. November 2010 letter from the Department of Corrections to the Joint Appropriations Interim Committee. Retrieved May 2012. <http://legisweb.state.wy.us/ReportsDue/2010/Report%20ID%20685.pdf>

⁴ Average yearly cost of Foster Care per child is \$7,968. Children's Rights, Hitting the M.A.R.C., Foster Care MARC. Retrieved May 2012. <http://www.childrensrights.org/wp-content/uploads/2008/08/wy.pdf>

Specific costs of the program:

Applicant shall submit their proposed budget utilizing the TANF CPI format. The quarterly invoice submissions shall also be in the attached format. Administrative costs shall be at or below 10% of your program costs and separated out. Applicant shall submit a proposed budget in line item detail with a narrative explaining each line item and the purpose of the expenditure.

Budget amount requested:

\$50,000

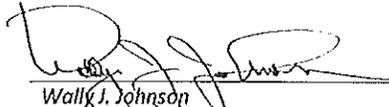
Required Reporting:

Applicant shall submit a quarterly report detailing the services provided to TANF eligible families. A sample TANF Report and a sample Progress Report are included at the end of this proposal.

Certification:

I certify to the best of my knowledge that the information contained in this application for CLIMB Wyoming is correct.

If awarded funding under this grant, I certify that this project will be conducted in accordance with the funding source requirements and the assurances provided within the application.



 Wally J. Johnson
 Chairman
 Sweetwater County Board of County Commissioners

4/18/16

 Date

CLIMB Wyoming TANF Budget (Sweetwater County)			
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.	31,200.00	3,840.00	Salary paid to program director and program director assistant that are responsible for direct program services to participants, including recruitment, intensive training, and job-placements.
Employer Paid Benefits Admin: Activities spent managing the grant. Program: Wages for all staff who provide direct client services.	1,680.00	510.00	Retirement, health, dental, vision, and life insurance expenses CLIMB employees.
Employer Payroll Taxes Admin: Activities spent managing the grant. Program: Wages for all staff who provide direct client services.	3,120.00	384.00	Employer paid payroll taxes are estimated at 10% of the salaries budgeted
Supplies Admin: Supplies and expenses needed to manage the grant. Program: Supplies needed for instructor use.	600.00	120.00	General office supplies including postage, ink cartridges, paper.
Recruiting and Marketing Cannot include promotional items.	0	0	N/A
Travel Travel necessary to serve	0	0	N/A

participants.			
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.	5,400.00	600.00	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	0	0	N/A
Participant Class Supplies and Materials	600.00	0	Materials to meet needs of participants during training and group activities.
Participant License and Certification Fees	0	0	N/A
Participant Drug and Aptitude Screening Can include other types of assessments.	0	0	N/A

Work Support Services and Clothing	0	0	N/A
Participant Wages	4,800.00	0	Employer wage reimbursement for supervised on-the-job training.
Participant Fringe Benefits	0	0	N/A
Participant Incentives	1,800.00	0	Incentives earned by participants for completed goals to assist them with living expenses while in training.
Other Participant Needs: Description – Mental Health Provider	5,346.00	0	Amounts paid to contracted mental health provider for group and individual counseling services.
Total	54,546.00	5,454.00	Total Administrative Costs cannot exceed 10% of your total Program Costs
TOTAL BUDGET (Program + Admin)	60,000		
Number of Participants Planning to Serve	20		
Cost Per Participant	3,000.00		

Attachment B

Progress Reporting:

Goal I: CLIMB will ensure that low-income single mothers receive the training, skills, and support necessary to reach economic self-sufficiency and to succeed long-term in all aspects of their lives.

Objective A: Graduates are trained and placed in high quality jobs.

Performance Measure: 80% of participants who enter a program will successfully complete it and 75% of program graduates will be employed after program completion.

Evaluation: What is the performance outcome of Objective A?

Objective B: Increase their incomes to livable wages.

Performance Measure: The target wage post-program will be a wage that moves participants towards self-sufficiency based on the Wyoming Self Sufficiency Standard.

Evaluation: What is the performance outcome of Objective B?

Objective C: Reduce dependence on government benefits.

Performance Measure: 50% of program graduates who enter the program utilizing food stamps will show a decrease in the dependence on food stamps; and 50% of program graduates who enter the program utilizing public healthcare will show a decrease in the dependence on public healthcare.

Evaluation: What is the performance outcome of Objective C?

Objective D: Learn the skills needed for successful relationships at home and at work.

Evaluation: What is the performance outcome of Objective D?

Successes and Challenges:

Please share monthly/quarterly successes and challenges.

Attachment B

Quarterly Invoice: CLIMB Wyoming

Submit To:

Krisena Marchal
marchalk@sweet.wy.us

Expenditures for the Month and Year of:

Submitted on:

	Program Costs	Admin. Costs	YTD	Budget
Salaries				
Program: CLIMB				\$31,200.00
Admin: CLIMB				\$3,840
Employer Paid Benefits				
Program: CLIMB				\$1,680.00
Admin: CLIMB				\$510.00
Employer Payroll Taxes				
Program: CLIMB				\$3,120.00
Admin: CLIMB				\$384.00
Supplies				
Program: CLIMB				\$600.00
Admin: CLIMB				\$120.00
Rent and Utilities				
Program: CLIMB				\$5,400.00
Admin: CLIMB				\$600.00
Participant Tuition and Class Fees				
Participant Class Supplies and Materials				
Program: CLIMB				\$600.00
Participant License and Certification Fees				
Work Support Services and Clothing				
Participant Wages				
Program: CLIMB				\$4,800.00
Participant Incentives & Expenses				
Program: CLIMB				\$1,800.00
Other Participant Needs				
Program: CLIMB (Mental Health Provider)				\$5,346.00
TOTAL BUDGET				
Program + Admin				\$60,000.00
Number of Participants Served				
Cost Per Participant				

ORIGINAL

**FFY 2017 TANF/CPI SUBSUBCONTRACT
BETWEEN
SWEETWATER COUNTY AND
SWEETWATER FAMILY RESOURCE CENTER**

1. **Parties.** The parties to this Subcontract are Sweetwater County (Contractor), whose address is: 80 West Flaming Gorge Way, Suite 150, Green River, WY 82935, and Sweetwater Family Resource Center (Subcontractor), whose address is: 538 Pilot Butte, Rock Springs, WY 82901.
2. **Purpose of Subcontract.** The purpose of this Subcontract is to set forth the terms and conditions by which the Subcontractor shall operate the Temporary Assistance For Needy Families Community Partnership Initiative (TANF/CPI), a community plan which will provide a continuum of services to Sweetwater County families as outlined in Attachment A, attached and incorporated herein by reference.
3. **Term of Subcontract and Required Approvals.** This Subcontract is effective when all parties have executed it and all required approvals have been granted (Effective Date). The term of the Subcontract is from October 1, 2016 through September 30, 2017. All services shall be completed during this term.

The parties to this Subcontract acknowledge that Contractor has a Contract with the Wyoming Department of Health, Public Health Division (Agency), whereby the Agency provides funding which Contractor uses to reimburse for services provided by Subcontractor.

4. **Payment.** The Agency agrees to pay the Subcontractor for the services described in Section 5 below. Total payment under this Subcontract shall not exceed Fifteen Thousand Dollars (\$15,000.00). Payment shall be made quarterly through the Sweetwater County Grants Department on Sweetwater County vouchers after receipt of the required invoice, supporting documentation and performance report. Subcontractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Subcontract. Should the Subcontractor fail to perform in a manner consistent with the terms and conditions set forth in this Subcontract, payment under this Subcontract may be withheld until such time as the Subcontractor performs its duties and responsibilities to the satisfaction of Agency.

No payment shall be made for work performed before the Effective Date of this Subcontract.

The federal source of funding is Temporary Assistance for Needy Families (TANF), CFDA #93.558.

5. **Responsibilities of Subcontractor.** The Subcontractor agrees to:
 - A. Carry out the program described in Attachment A;
 - B. Enhance sustainability beyond the funding period;

- C. Determine TANF eligibility for families participating in the program. A TANF Eligibility Intake Form shall be completed for each family being billed under this Subcontract;
- D. Bill the Contractor for funding quarterly. The Subcontractor shall only bill for services provided to TANF eligible families. The quarterly invoice in Attachment B, attached and incorporated herein by reference, shall be used when submitting quarterly invoices;
- E. Provide quarterly program performance reports. Subcontractor shall validate all outcomes utilizing quantitative and qualitative data. The report in Attachment B shall be used for each quarterly report;
- F. Provide reporting that is sufficient to provide an audit trail for state or federal auditors to determine accuracy of direct and indirect costs. Invoices and reports shall be submitted within fifteen (15) days following the end of the quarter;
- G. Submit the final invoice to the Contractor no later than fifteen (15) days after the term of the Subcontract;
- H. Submit the Year End Report summarizing the entire year no later than fifteen (15) days after the term of the Subcontract;
- 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 or check(s) payable directly to the individual(s) served by the program; and
- K. Obtain prior approval from the Contractor for all budget changes which deviate from the submitted budget (Attachment A).

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

- A. Pay Subcontractor in accordance with Section 4 above;
- B. Instruct Subcontractor 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 Subcontract; and
- D. Monitor Subcontractor's efforts in securing other funding to ensure the program is sustainable after the funding period.

7. **Special Provisions.**

- A. **Assumption of Risk.** The Subcontractor shall assume the risk of any loss of state or federal funding either administrative or program dollars, due to the

Subcontractor's failure to comply with state or federal requirements. The Contractor shall notify the Subcontractor of any state or federal determination of noncompliance.

- B. Environmental Policy Acts.** Subcontractor agrees all activities under this Subcontract 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 Subcontract may be terminated without penalty if a private entity that receives funds under this Subcontract:
- (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.** Subcontractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Subcontract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Subcontract. If Subcontractor breaches or violates this warranty, Agency may, at its discretion, terminate this Subcontract 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 Subcontract, Subcontractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subcontractor or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, Subcontract, cooperative agreement, or loan.
- F. Monitoring Activities.** Contractor shall have the right to monitor all activities related to this Subcontract that are performed by Subcontractor 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 Subcontract; and, to observe personnel in every phase of performance of the related work.
- G. Nondiscrimination.** The Subcontractor 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/or 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 Subcontract.

- H. **No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Subcontract, shall be paid by either party.
- I. **Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Subcontractor and related to the services and work to be performed under this Subcontract, shall identify the Agency and Contractor as the sponsoring agencies and shall not be released without prior written approval of the Contractor.
- J. **Suspension and Debarment.** By signing this Subcontract, Subcontractor 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 Subcontract 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, Subcontractor 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 Subcontract.
- K. **Administration of Federal Funds.** Subcontractor agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200 *et seq.*, and/or 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.** Subcontractor acknowledges that federal grantor, the State of Wyoming, Agency, and Contractor 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 Subcontract; and (2) any rights of copyright to which Subcontractor purchases ownership using funds awarded under this Subcontract. Subcontractor must consult with Contractor regarding any patent rights that arise from, or are purchased with, funds awarded under this Subcontract.
- M. **Federal Audit Requirements.** Subcontractor 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. Subcontractor 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 Grant, Subcontractor 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.** Subcontractor 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. Subcontractor 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 Subcontract.
- O. **Program Income.** Subcontractor 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 Subcontract 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 Subcontract which are mutually agreed upon by the parties to this Subcontract shall be incorporated by written instrument, executed and signed by all parties to this Subcontract.
- B. **Applicable Law/Venue.** The construction, interpretation, and enforcement of this Subcontract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Subcontract and the parties, and the venue shall be the Third Judicial District, Sweetwater County, Wyoming.
- C. **Assignment/Subcontract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Subcontract without the prior written consent of the other party. The Subcontractor shall not use this Subcontract, or any portion thereof for collateral for any financial obligation without the prior written permission of the Contractor.
- D. **Audit/Access to Records.** The Contractor and its representatives shall have access to any books, documents, papers, electronic data and records of the Subcontractor which are pertinent to this Subcontract.
- E. **Availability of Funds.** Each payment obligation of the Contractor is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continued performance of the Subcontract, the Subcontract may be terminated by the Contractor at the end of the period for which the funds are available. The

Contractor shall notify the Subcontractor 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 Contractor 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. This provision shall not be construed to permit the Contractor to terminate this Subcontract to acquire similar services from another party.

- F. Award of Related Subcontracts.** The Contractor may award supplemental or successor Subcontracts for work related to this Subcontract. The Subcontractor shall cooperate fully with other subcontractors and the Contractor in all such cases.
- G. Certificate of Good Standing.** Subcontractor shall provide to the Contractor a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs before and during performing work under this Subcontract, if applicable.
- H. Compliance with Laws.** The Subcontractor 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 Subcontract.
- I. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Subcontractor in the performance of this Subcontract shall be kept confidential by the Subcontractor unless written permission is granted by the Agency for its release. If and when Subcontractor receives a request for information subject to this Subcontract, Subcontractor shall notify Contractor within ten (10) days of such request and not release such information to a third party unless directed to do so by Contractor.
- J. Entirety of Subcontract.** This Subcontract, consisting of ten (10) pages, Attachment A [Program Description], consisting of ten (10) pages, and Attachment B [Quarterly Expenditure and Program Report, and Quarterly Invoice], consisting of three (3) pages, represent(s) the entire and integrated Subcontract between the parties and supersede(s) all prior negotiations, representations, and agreements, whether written or oral.
- K. Ethics.** Subcontractor 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 Subcontractor's profession.
- L. Extensions/Renewals.** Nothing in this Subcontract shall be interpreted or deemed to create an expectation that this Subcontract will be extended beyond the term described herein.
- M. Force Majeure.** Neither party shall be liable for failure to perform under this Subcontract 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. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

- N. Indemnification.** The Subcontractor shall release, indemnify and hold harmless the State, the Agency, the Contractor and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of Subcontractor's failure to perform any of Subcontractor's duties and obligations hereunder or in connection with the negligent performance of Subcontractor's duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of Subcontractor's malpractice or malfeasance.
- O. Independent Subcontractor.** The Subcontractor shall function as an independent Subcontractor for the purposes of this Subcontract and shall not be considered an employee of the State of Wyoming or Sweetwater County for any purpose. Consistent with the express terms of this Subcontract, the Subcontractor shall be free from control or direction over the details of the performance of services under this Subcontract. The Subcontractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Subcontractor in fulfilling the terms of this Subcontract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Subcontract. Nothing in this Subcontract shall be interpreted as authorizing the Subcontractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Contractor or to incur any obligation of any kind on the behalf of the State of Wyoming or the Agency. The Subcontractor agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Subcontractor or the Subcontractor's agents and/or employees as a result of this Subcontract.
- P. Notices.** All notices arising out of, or from, the provisions of this Subcontract shall be in writing either by regular mail or delivery in person at the address(es) provided under this Subcontract.
- Q. Notice and Approval of Proposed Sale or Transfer.** The Subcontractor shall provide the Contractor with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Subcontractor. Such notice shall be provided in accordance with the notices provision of this Subcontract. If the Contractor determines that the proposed merger, consolidation, sale, or transfer of assets is not consistent with the continued satisfactory performance of the Subcontractor's obligations under this

Subcontract, then the Contractor may, at its option, terminate or renegotiate the Subcontract.

- R. **Ownership and Destruction of Documents/Information.** Agency owns all documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Subcontractor in the performance of this Subcontract. Upon termination of services, for any reason, Subcontractor agrees to return all such original and derivative information/documents to the Contractor in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Contractor's verified receipt of such information, Subcontractor agrees to physically and electronically destroy any residual Contractor-owned data, regardless of format, and any other storage media or areas containing such information. Subcontractor agrees to provide written notice to Contractor confirming the destruction of any such residual Contractor-owned data.
- S. **Patent or Copyright Protection.** The Subcontractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Subcontractor or its subcontractors will violate any such restriction. The Subcontractor shall defend and indemnify the Agency for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.
- T. **Prior Approval.** This Subcontract shall not be binding upon either party and no services shall be performed until this Subcontract has been reduced to writing, and approved as to form by the Sweetwater County Attorney's Office.
- U. **Severability.** Should any portion of this Subcontract be judicially determined to be illegal or unenforceable, the remainder of the Subcontract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- V. **Sovereign Immunity.** The Contractor and the State of Wyoming do not waive sovereign or governmental immunity by entering into this Subcontract and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Subcontract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- W. **Taxes.** The Subcontractor shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

- X. **Termination of Subcontract.** This Subcontract may be terminated, without cause, by the Contractor upon thirty (30) days written notice. This Subcontract may be terminated by the Contractor immediately for cause if the Subcontractor fails to perform in accordance with the terms of this Subcontract.

- Y. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Subcontract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Subcontract shall operate only between the parties to this Subcontract and shall inure solely to the benefit of the parties to this Subcontract. The provisions of this Subcontract are intended only to assist the parties in determining and performing their obligations under this Subcontract.

- Z. **Time is of the Essence.** Time is of the essence in all provisions of this Subcontract.

- AA. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Subcontract.

- BB. **Waiver.** The waiver of any breach of any term or condition in this Subcontract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

CONTRACTOR:
Sweetwater County

Wally J. Johnson, Chairman

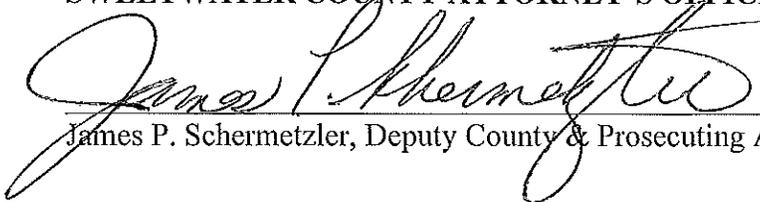
Date

ATTEST:
Sweetwater County Clerk

Dale Davis, County Clerk

Date

SWEETWATER COUNTY ATTORNEY'S OFFICE APPROVAL AS TO FORM



James P. Schermetzler, Deputy County & Prosecuting Attorney

9/26/16

Date

SUBCONTRACTOR:
Sweetwater Family Resource Center

Kathy Garrison, Executive Director

Date

ORIGINAL

Attachment A

Sweetwater Family Resource Center

**Individual Organization Application
Sweetwater County, Wyoming**

State of Wyoming

Department of Family Services

**TEMPORARY ASSISTANCE
FOR NEEDY FAMILIES
COMMUNITY PARTNERSHIP INITIATIVE
GRANT APPLICATION**

**Temporary Assistance For Needy Families
Community Partnership Initiative
FFY 2017 Grant Application**

Community Name: Sweetwater County

County(s)/Tribe: Sweetwater County
Wally J. Johnson, Chairman

Primary Contact: Kathy Garrison
Sweetwater Family Resource Center
538 Pilot Butte
Rock Springs, WY 82901
Tel. (307) 362-6549 or (307) 875-3791
Fax: (307) 362-7750
Email: sweetwaterfamily@gmail.com

Person Monitoring the Program: Kathy Garrison
Sweetwater Family Resource Center
538 Pilot Butte
Rock Springs, WY 82901
Tel. (307) 362-6549 or (307) 875-3791
Fax: (307) 362-7750
Email: sweetwaterfamily@gmail.com

County Staff Monitoring the Program: Krisena Marchal
Grants Manager
Sweetwater County
80 W Flaming Gorge Way, Suite 19
Green River, WY 82935
Tel. (307) 872-3888
Fax: (307) 872-3992
Email: marchalk@sweet.wy.us

Program Name: Family Independence Program

TANF purpose(s) addressed in project (list the purposes):

- Provide assistance to families so that children can be cared for in their own homes or in the homes of relatives
- Reduce dependence of needy parents on government benefits by promoting job preparation and work

These purposes meet the goal of helping families move toward self-sufficiency.

Program description:

The Family Independence Program helps low-income households to meet basic needs, particularly those related to rent, utilities, and gas. It helps to prevent or alleviate homelessness, maintain utilities, transport themselves to work or school, and move toward financial stability.

Participants are expected to take steps toward independence as they receive assistance. The primary steps can include GED, English as a second Language, college classes, certificate classes, or obtaining a new job. Secondary steps can include classes in financial management, parenting, family violence, relationships, anger management, substance abuse, etc.

There are two broad categories of "one step forward" that both include training possibilities, and another is that we want to give the client a choice in their steps forward, which we think will contribute to their success. We are asking the clients to complete two of the "one step forward" activities. We do teach three of the classes that meet the requirement in one category. The classes we teach free of charge are Parenting, Anger Management and "Take Charge of Your Money" (financial management). We do also accept classes taught by other organizations. Addiction education, violence education, and thinking skills are a few that are accepted, but that we do not teach. The other broad category is required, and includes getting a job and/or taking advantage of training opportunities which we do not provide, such as GED, college classes or certificate programs that should lead to employment.

The case plan is exactly the plan for the family to become independent, including taking over the rent/utility payments. It includes the plan for training, obtaining a job, etc. For most families, a job will be an essential part of the plan. The client needs to begin working on the case plan prior to payments being made, but payments may be made before the case plan is completed. For example, if the client is taking certificate program classes beginning late in January, we may make rent payments for February, March and April, so long as the client is attending classes, although the class isn't complete until May. Completion of the classes should lead to a job, which will allow the client to take over the payments on their own.

In the past, we have provided rent assistance for a maximum of three months. The ability to extend it to four months if needed should enhance success. The \$1,800 is the maximum allowed total assistance from Family Independence TANF. For example, if we provide \$1,500 in rent assistance to a household, we may also provide \$200 assistance for utilities, and \$100 assistance for gas to get to work or school. If we were to pay \$1,800 for rent alone (this should be rare) the family would not be eligible for any other assistance from TANF.

This program is designed to deal with a specific crisis situation or episode of need; it is not intended to meet recurrent or ongoing needs; and will not extend beyond four months.

Is this program different than previous programs operated with TANF funds in the past?

Yes No If so, how is it different?

Assistance is increased to a possible \$1,800, up from \$1,000, and participants will need to take at least two "steps forward" toward independence, rather than one. At least one of those steps will need to be obtaining a new job or working toward English as a second language, a GED, certificate, or other education that could reasonably be expected to lead to employment.

A previous TANF grant for the Family Independence Program allowed up to \$1,000 in total assistance. We have found that it frequently takes longer to become stable and to complete training. The additional assistance should provide more time and more likelihood of success.

Area(s) served:

Sweetwater County

Population served:

Families with children who meet TANF income guidelines and who are homeless or at risk of becoming homeless

Beginning and end date of program:

October 1, 2016 – September 30, 2017

Projected number of TANF eligible individuals served by this program:

40 individuals in 15 households

Provide an explanation on how income information will be gathered to determine TANF eligibility for the low-income families being served in the program.

Applicants shall use a TANF Eligibility Intake Form. A copy of the TANF Eligibility Intake Form shall be attached to this proposal.

Clients are asked to complete an application. They are asked about all sources of income for the last 30 days. If they have no income they are asked to sign a declaration of no income. They are asked to bring in letters or check stubs verifying information about income. If they are not able to produce those, an income verification form may be taken to employers, agencies, etc. to verify income.

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

Staff at the Sweetwater Family Resource Center is available for the Independence Program Monday through Friday. Because we operate a visitation program, we usually also have staff available in the evenings and on week-ends. We will ask clients to make appointments, and try to schedule Independence appointments on Mondays and Thursdays. However, because of the nature of the needs when homelessness is imminent or a reality, we do handle some

Independence clients every weekday throughout the day, and often without appointments. For Independence TANF clients, services will be offered throughout the year, until funding is depleted.

Intent of the program:

To help TANF-eligible families meet basic needs while they take steps to improve their situation, including steps toward self-sufficiency.

Goals of the program:

1. Clients will complete training that could reasonably be expected to enhance their employability, or will obtain employment.
2. Clients will maintain adequate housing for six months after beginning the program.
3. Clients will participate in education or programs that can reduce family stresses which may impact their ability to work toward self-sufficiency (unless they complete two items in goal one, as above, e.g. complete training and obtain employment, or two individuals in the household complete training or obtain employment).

List objectives that will be implemented to accomplish the program goals:

Goal 1 Objectives

- A. A brief case plan will be developed for each client outlining needs and goals
- B. The client will take needed steps to work toward the goals. SFRC staff will assist with referrals and provide other case management assistance to successfully complete goals

Goal 2 Objectives

- A. Financial assistance will be provided to help meet housing and other basic needs
- B. The client will make a plan with case management assistance if needed, to support payment of future housing and other basic needs.

Goal 3 Objectives

- A. Classes in financial management, anger management, and parenting will be conducted at SFRC, and referrals made to other classes or programs appropriate to the client's case plan.
- B. The client will attend classes, participate and graduate from those classes

List performance measures on each goal that will be used to evaluate the program's success:

Goal 1 Measures: Certificates of completion, class participation verification, letter of hire or hiring verification, or pay stubs will measure goal one.

Goal 2 Measures: Clients may self-report housing situations; lease and/or landlord verifications may be collected

Goal 3 Measures: Certificates of completion, pre- and post-test scores where available, other agency verification of participation and completion

Quantify expected outcomes for each goal:

Goal 1 Outcomes: 80% of households will complete training that could reasonably be expected to enhance their employability, or will obtain employment.

Goal 2 Outcomes: 80% of households will maintain adequate housing for six months after beginning the program.

Goal 3 Outcomes: 80% of households complete education or programs that can reduce family stresses which may impact their ability to work toward self-sufficiency, or complete two of the steps in goal 1 above.

Describe data collection methods to be used and how data will be provided to validate outcomes:

An Access database will be used to record demographic information, assistance provided, housing maintained, and steps taken toward self-sufficiency. That data will be gathered from clients, landlords, teachers, and employers by the Independence Facilitator. It will be developed into a report addressing outcomes. The report can include demographics, as well as assistance provided, steps taken, and results. A sample report is attached.

Provide an explanation of the results the program expects to achieve, how data will be collected, and how quality assurance will be conducted to validate measurements:

We expect that clients will not be evicted, or if they are already homeless they will be able to obtain housing. They will obtain a new job or will participate in training to help them obtain a job. They will participate in education to help them improve their situation and become more self-sufficient. Data will be collected on the application at intake and through certificates, check stubs and other information provided by teachers, landlords, etc. to verify progress

Resource gap(s) addressed by program:

It is often difficult for people with low incomes to take advantage of training or even improved employment opportunities because they cannot afford the associated expenses, reduced hours at a current job, or delay in pay, and still meet basic needs. Rent is the most expensive of those needs, and it is difficult for people who are homeless or at risk of becoming homeless to focus on or meet requirements of employment or training. By helping to meet basic needs, particularly keeping them in housing, we are able to help clients to take advantage of opportunities. Gaining education and/or experience will help them to obtain the means to become self-sufficient.

To the best of our knowledge, there are no other programs in the area that assist with rent, While there are specific training programs, this program also allows flexibility for clients to choose their plan to move forward while receiving assistance.

Description of how community wide collaboration in planning and implementation occurred:

The Sweetwater Family Resource Center began the Independence Program when it became apparent that some of our Family Support and Family Visitation clients could not meet case plans or the needs of their children because they were struggling to meet basic needs. We worked with United Way, as meeting basic needs is one of their priorities. We received a TANF grant in 2010, and later, some funding from Rocky Mountain Power Foundation. We have worked with the Rock Springs Housing Authority, private landlords, the Salvation Army, DFS,

Southwest Counseling, Head Start, the City of Rock Springs, Churches Inc., several churches, energy companies, Western Wyoming Community College, Community Nursing, and others to help clients succeed.

Community partners involved in the program implementation. List resources to be provided by each partner:

United Way has provided funding for the basic Family Independence program infrastructure. Head Start has made referrals, and has sometimes provided interpreters. Churches have made referrals, and also have provided some funding to meet smaller needs of clients. We have worked with Western Wyoming Community College and Climb Wyoming to help clients obtain employment-related training. We are able to write Salvation Army vouchers, and serve on their local board. We use space through Churches Inc. in Green River and the City of Rock Springs.

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

Clearly, education impacts employment and income, and those in turn impact self-sufficiency. The Department of Labor reports an income difference of 26% between high school drop-outs and high school graduates. It also reports unemployment rates of 8% for drop-outs, 5.4% for high school grads, and 5.0% for people with some college but no degree. So helping clients to obtain more job-related education should improve their ability to find work and to improve income.

The Sweetwater Family Resource Center also operates a Housing First Program. Housing First is evidence-based. While incorporating all of the strategies into this project would currently be cost prohibitive, we are using a small part of this model to improve outcomes for the Independence-TANF participants. Housing First has shown that if clients are able to maintain housing (as opposed to being homeless), they are better able to take steps themselves to improve their situations. By helping to meet basic needs, particularly improving housing security with supportive rental assistance at a greater level than we currently are able to help, it is our theory that clients will be better able to take advantage of educational and employment opportunities, as well as other programs to improve their situations (such as financial management or parenting classes).

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

Funding is very difficult in Sweetwater County right now. The County has an energy based economy, and we are in a "bust" cycle. Many people have lost jobs or had hours reduced, the tax base is lowered, and donations to United Way are less than when we had a more robust economy. Social services are asked to make budget reductions. However, we will be looking at the outcomes of this project, and should it be determined that it is successful, we will work to incorporate it within our other funding streams for Family Independence, and will work to add foundation funding.

Describe the cost-benefits of providing this program: The ultimate cost-benefit will be that if clients are able to become self-sufficient or more self-sufficient, that will reduce or eliminate the need for future government financial assistance.

Reliance on unemployment benefits, other TANF/POWER funds, WIC and more could be reduced. Additionally, keeping people in housing saves communities money in ER visits, law enforcement, foster care, and other expenses.

Specific costs of the program: Applicant shall submit their proposed budget utilizing the format on page 6 and 7 of this proposal. The quarterly invoice submissions shall also be in the attached format. Administrative costs shall be at or below 10% of your program costs and separated out. Applicant shall submit a proposed budget in line item detail with a narrative explaining each line item and the purpose of the expenditure.

Budget amount requested:

\$29,624.00

Required Reporting:

Applicant shall submit a quarterly report detailing the services provided to TANF eligible families. A sample report is included at the end of this proposal.

Certification:

I certify to the best of my knowledge that the information contained in this application for Sweetwater Family Resource Center is correct.

If awarded funding under this grant, I certify that this project will be conducted in accordance with the funding source requirements and the assurances provided within the application.


 Wally J. Johnson
 Chairman
 Sweetwater County Board of County Commissioners

4/18/14
 Date

Sweetwater Family Resource Center Family Independence Program TANF Budget			
Amount Requested from Proposal: \$15,000.00			
	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.			
Employer Paid Benefits Admin: Activities spent managing the grant. Program: Wages for all staff who provide direct client services.			
Employer Payroll Taxes Admin: Activities spent managing the grant. Program: Wages for all staff who provide direct client services.			
Supplies Admin: Supplies and expenses needed to manage the grant. Program: Supplies needed for instructor use.			
Recruiting and Marketing Cannot include promotional items.			
Travel Travel necessary to serve participants.			

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.			
Participant Tuition and Class Fees	250.00		GED, certificate, class, safety, etc., tuition as needed
Participant Class Supplies and Materials	200.00		Books and supplies as needed
Participant License and Certification Fees	200.00		CAN, Safety, etc. as needed
Participant Drug and Aptitude Screening Can include other types of assessments.			
Work Support Services and Clothing	550.00		Boots, work clothes as needed, gas to get to work
Participant Wages			
Participant Fringe Benefits			
Participant Incentives			
Other Participant Needs: Description -	13,800.00		Housing, utility assistance while taking steps forward @ \$1,675 per household
Total	15,000.00		Total Administrative Costs cannot exceed 10% of your total Program Costs
TOTAL BUDGET (Program + Admin)	\$15,000.00		
Number of Participants Planning to Serve	24 people/9 families		
Cost Per Participant	\$625/person, \$1,800/family		

Attachment B

Progress Reporting:

Goal 1: SFRC clients will complete training that could reasonably be expected to enhance their employability, or will obtain employment.

Objective A: A brief case plan will be developed for each client outlining needs and goals, and the client will take needed steps to work toward those goals.

Performance Measure: 80% of households will complete training that could reasonably be expected to enhance their employability, or will obtain employment.

Evaluation: What is the performance outcome of Objective A?

Goal 2: SFRC clients will maintain adequate housing for six months after beginning the program.

Objective A: After financial assistance is provided to help meet housing and other basic needs, the client will make a plan to support payment of future housing and other basic needs.

Performance Measure: 80% of households will maintain adequate housing for six months after beginning the program.

Evaluation: What is the performance outcome of Objective A?

Goal 3: SFRC clients will participate in education or programs that can reduce family stresses which may impact their ability to work toward self-sufficiency (unless they complete two items in Goal 1, as stated above, e.g. complete training and obtain employment, or two individuals in the household complete training or obtain employment).

Objective A: Clients will attend, participate and graduate from financial management, anger management, and parenting classes.

Performance Measure: 80% of households complete education or programs that can reduce family stresses which may impact their ability to work toward self-sufficiency, or complete two of the steps in Goal 1, as stated above.

Evaluation: What is the performance outcome of Objective A?

Successes and Challenges:

Please share monthly/quarterly successes and challenges.

Attachment B

Quarterly Invoice: Sweetwater Family Resource Center

Submit To:

Krisena Marchal
marchalk@sweet.wy.us

Expenditures for the Month and Year of:

Submitted on:

	Program Costs	Admin. Costs	YTD	Budget
Salaries				
Employer Paid Benefits				
Employer Payroll Taxes				
Supplies				
Rent and Utilities				
Participant Tuition and Class Fees				
Program: SFRC				\$250.00
Participant Class Supplies and Materials				
Program: SFRC				\$200.00
Participant License and Certification Fees				
Program: SFRC				\$200.00
Work Support Services and Clothing				
Program: SFRC				\$550.00
Participant Wages				
Participant Incentives & Expenses				
Other Participant Needs				
Program: SFRC (Client Assistance)				\$13,800.00
TOTAL BUDGET				
Program + Admin				\$15,000.00
Number of Participants Served				
Cost Per Participant				

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: October 4, 2016	Presenters Name & Title: Krisena Marchal, County Grants Manager Kathy Garrison, Executive Director
Department or Organization: Grants Administration Sweetwater Family Resource Center	Contact Phone and E-mail: (307) 872-3888 marchalk@sweet.wy.us (307) 875-3791 sweetwaterfamily@gmail.com
Exact Wording for Agenda: Letter of Support for the Sweetwater Family Resource Center's 2016 Access and Visitation Grant Application	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 minutes
Will there be Handouts? (If yes, include with meeting request form) Yes - attached	Will handouts require SIGNATURES: Yes - by the Chairman (1 document to sign)
Additional Information:	
Requested Action:	
Motion to approve, and authorize the Chairman to sign,	
the letter of support for the	
Sweetwater Family Resource Center's	
2016 Access and Visitation Grant Application	

To: Sweetwater County Commissioners

From: Krisena Marchal

Subject: BOCC Meeting 10/4/16

Letter of Support for the Sweetwater Family Resource Center's 2016 Access and Visitation Grant Application

Executive Summary:

The Sweetwater Family Resource Center is requesting a letter of support to include in their 2016 Access and Visitation Grant application to the Wyoming Department of Family Services for the Family Visitation Program.

The Program facilitates visitations between noncustodial parents and their children. They provide activities including mediation, counseling, education, development of parenting plans, visitation enforcement, etc. Most clients are ordered by the courts, DFS, attorneys, or are self-referred.

In 2015, the Family Resource Center supervised 1,646 visits and exchanges between children and non-custodial parents or other significant adults in their lives. This results in an increased time for children with their non-custodial parent, reduced conflict between adults, and the opportunity for children to develop and maintain positive relationships with the adults in their lives.

FAMILY VISITATION PROGRAM 12 Month Budget and Funding Summary					
Expense Type	Grant Request	United Way	City of Green River	Sweetwater County	TOTAL PROJECT BUDGET
<ul style="list-style-type: none"> • Direct personnel services • Miscellaneous operational expenses 	36,962	52,000	2,640	33,158	\$124,760
	29.6%	41.7%	2.1%	26.6%	100%

Staff Notes:

Staff notes that the contribution from Sweetwater County has already been approved in the County's FY 2017 budget and Sweetwater Family Resources Center's FY 2017 human service agreement.

Sweetwater County would not be a sponsor of the grant application. If successful, funding would be awarded directly to the Sweetwater Family Resource Center.

<u>Action Requested:</u>	Motion to approve, and authorize the Chairman to sign, the letter of support for the Sweetwater Family Resource Center's 2016 Access and Visitation Grant Application
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BOARD OF COUNTY COMMISSIONERS

SWEETWATER

C·O·U·N·T·Y

- WALLY J. JOHNSON, CHAIRMAN
- JOHN K. KOLB, COMMISSIONER
- DON VAN MATRE, COMMISSIONER
- RANDAL M. WENDLING, COMMISSIONER
- REID WEST, COMMISSIONER

80 WEST FLAMING GORGE WAY, SUITE 109
GREEN RIVER, WY 82935
PHONE: (307) 872-3890 FAX (307) 872-3992

October 4, 2016

Ms. Denise Dunn
Department of Family Services
Child Support Services
122 West 25th Street
Herschler Building, 2nd Floor East
Cheyenne, WY 82002-0060

Re: Sweetwater Family Resource Center - 2016 Access and Visitation Grant Application

Dear Ms. Dunn,

Please consider this letter in support of Sweetwater Family Resource Center's Access and Visitation Grant Application to the Wyoming Department of Family Services for the Family Visitation Program.

The proposal by the Sweetwater Family Resource Center addresses several social issues exacerbated by local boom and bust cycles that exist in Sweetwater County. One issue is that of conflict between divorced and/or non-custodial parents surrounding visitation with their children.

In particular, the Family Visitation Program will reduce conflict about visitation issues; increase contact between children and non-custodial parents; develop positive relationships between children and significant adults in their lives; and expand agreements about visitation schedules and parenting plans via mediation. Ultimately, this contact will reduce feelings of abandonment.

The Sweetwater County Commission is in support of these efforts to develop family relations and improve the emotional well-being of children. We encourage your approval of the request from the Sweetwater Family Resource Center.

Sincerely,

Wally J. Johnson
Chairman
Sweetwater County Commission

WJJ/klm



BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: October 4th, 2016	Presenters Name & Title: Lauren Schoenfeld, Executive Director Aimee Gatzke, Program Director
Department or Organization: YWCA of Sweetwater County Sweetwater County Family Justice Center	Contact Phone and E-mail: 307-922-6136 lauren@ywcasweetwater.org
Exact Wording for Agenda: Domestic Violence Awareness Month Proclamation	Preference of Placement on Agenda & Amount of Time Requested for Presentation: Whenever space is available. 10 min
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: Yes
Additional Information:	

• **INSTRUCTIONS**

- All requests to be added to the agenda will need to be submitted in writing on the "Meeting Request Form" by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: shoemakers@sweet.wy.us
- All handouts are also due by Wednesday at 12:00 p.m. prior to the scheduled meeting date. Handouts may be submitted to Clerk Sally Shoemaker either in person or electronically. *****If your handout is not accompanied with the request to be added to the agenda, your request will be dismissed and you may reschedule for the next meeting provided the handout(s) are received.*****
- Any documents requiring **Board Action** or **signature** are considered agenda items and need to be requested in the same manner.

PROCLAMATION

WHEREAS: The YWCA Sweetwater County Family Justice Center recognizes and participates in a Public Awareness Campaign to support National Domestic Violence Awareness Month; and

Domestic Violence Month provides an excellent opportunity for citizens to learn more about preventing domestic violence and to show support for the organizations and individuals who provide critical advocacy, services and assistance to victims; and

Acts of domestic violence occur every 18 seconds in the United States; and

Domestic violence can take the form of physical, emotional, sexual, psychological, and economic abuse; and

Too often, the victims of domestic violence are children, who can have lifelong repercussions from the emotional or physical trauma of being exposed to domestic violence; and

Domestic violence survivors and their advocates in Sweetwater County have rallied to the cause of Victim Justice; and

The government and citizens of Sweetwater County fully recognize the need to treat victims with dignity and compassion;

NOW THEREFORE, WE, Sweetwater County Board of County Commissioners, hereby proclaim the month of ***OCTOBER 2016***, to be

DOMESTIC VIOLENCE AWARENESS MONTH

And call upon our citizens to stand together against domestic violence, offer support and understanding to survivors, and participate in domestic violence awareness activities. Purple ribbons will be available throughout the community to wear in support of awareness of domestic violence during the month of October and Silent Witness Vigil and Memorial is October 13, 6:00 PM at Bunning Park in Rock Springs, Wyoming.

Wally Johnson – Chairman

Date

Randy Wendling

John Kolb

Don Van Matre

Reid West

BOARD OF COUNTY COMMISSIONERS MEETING REQUEST FORM

Meeting Date Requested: OCTOBER 4, 2016	Presenters Name & Title: MARTY DERNOVICH, PURCHASING MANAGER
Department or Organization: PURCHASING / ROAD & BRIDGE	Contact Phone and E-mail: 307-922-5435 dernovichm@sweet.wy.us
Exact Wording for Agenda: ROAD & BRIDGE EQUIPMENT LEASE APPROVAL	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 10 MINUTES MORNING PREFERRED
Will there be Handouts? (If yes, include with meeting request form) YES	Will handouts require SIGNATURES: YES AWARDED PROPOSAL CHAIRMAN SIGNATURE
Additional Information:	

• **INSTRUCTIONS**

- All requests to be added to the agenda will need to be submitted in writing on the "Meeting Request Form" by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: shoemakers@sweet.wy.us
- All handouts are also due by Wednesday at 12:00 p.m. prior to the scheduled meeting date. Handouts may be submitted to Clerk Sally Shoemaker either in person or electronically. *****If your handout is not accompanied with the request to be added to the agenda, your request will be dismissed and you may reschedule for the next meeting provided the handout(s) are received.*****
- Any documents requiring **Board Action** or **signature** are considered agenda items and need to be requested in the same manner.

ROAD & BRIDGE MOTORGRADER EQUIPMENT LEASE BID OPENING 2016

<u>Bidders</u>	<u>Amount Leased</u>	<u>Rate</u>	<u>Factor</u>	<u>3 Annual Payments</u>	<u>File Fee</u>	<u>Interim Interest</u>	<u>Total Cost</u>
Bank of the West	\$ 314,326.00	1.99%	.3399827	\$106,865.40	\$300.00	\$ 191.13	\$320,787.33
US Bank	\$314,326.00	1.51%	.3382388	\$106,364.97	NA	NA	\$319,094.91

NO BIDS

- 1st Bank
- State Bank of Green River
- Rocky Mountain Bank
- Rock Springs National Bank
- Commerce Bank of Wyoming
- Wells Fargo Lease

Payment schedule is based on the following:

- December 1, 2016
- December 1, 2017
- December 1, 2018

Bid approved 4th day of October, 2016, during the Sweetwater County Commissioner's regular scheduled meeting.

By: _____ Wally Johnson _____ John Kolb _____ Randy Wendling _____ Reid West _____ Don VanMatre

Equipment under this lease is (2) two Caterpillar 140M3 Motorgraders



All of us serving you®

Government Leasing and Finance

September 28, 2016

Sweetwater County, WY
Attn: Marty Dernovich

At your request, U.S. Bancorp Government Leasing and Finance, Inc. ("USBGLF") has prepared for your consideration the following proposal for financing ("Proposal"). This is only a proposal and does not represent a commitment by U.S. Bancorp Government Leasing and Finance, Inc.

Customer:	Sweetwater County, WY						
Lessor:	U.S. Bancorp Government Leasing and Finance, Inc.						
PROPERTY:	Two Motor Graders						
EXPIRATION:	November 27, 2016						
LEASE QUOTE:	Amount	Rate	Payments	Factor	Pmts / Year	Term	Adv. / Arr.
	314,326.00	1.51%	106,364.97	0.3382388	1	25 Months	Advance

Notes: There are no fees associated with this offer including the establishment and use of a U.S. Bank N.A. escrow account should one be required. Funds will be deposited in escrow at closing to accommodate vendor payments. A completed essential use form and 2015 audited financial statements are required to finalize credit approval.

The Lease will be structured as a tax-exempt municipal lease, with title in the Lessee's name and USBGLF holding a security interest in the equipment during the term. The lease is "triple-net" with the Lessee responsible for taxes, maintenance and insurance. Documentation will be provided by USBGLF, including (i) standard representations, warranties and covenants by the Lessee pertaining to the accuracy of information, organization, authority, essential use, compliance with laws, pending legal action, location and use of collateral, insurance, financial reporting and financial covenants; and (ii) standard USBGLF provisions pertaining to events of default and remedies available upon default. This offer is subject to the execution of all documentation by the Lessee within a reasonable time and in form and substance acceptable to Lessee, USBGLF and USBGLF's counsel, including terms and conditions not outlined in this Proposal.

This Proposal is conditioned on there being no material adverse change in the financial condition of the Lessee. Additionally, the terms and conditions outlined herein are subject to final review and approval (including collateral and essential use review) by USBGLF's business, legal, credit, and equipment risk management personnel.

Sincerely,
Thomas E. Seybold

Thomas E. Seybold
Vice President

ACCEPTANCE:
By accepting this Proposal, Lessee acknowledges that this Proposal does not represent a commitment to provide financing but only outlines general terms and conditions of the USBGLF's financing program currently available to qualified lessees.

ACCEPTED BY:

Name / Title

dated: _____



All of **us** serving you®

Government Leasing and Finance

Payment Table

(assumes funding November 20th 2016)

	Date	Payment	Interest	Principal	*Prepayment Balance
Loan	11/20/2016				
1	12/1/2016	106,364.97	141.09	106,223.88	N/A
2	12/1/2017	106,364.97	3,077.69	103,287.28	104,814.84
3	12/1/2018	106,364.97	1,550.13	104,814.84	0.00
Grand Totals		319,094.91	4,768.91	314,326.00	

*Prepayment balance equals 100% of principal outstanding after payment due. No prepayment in year 1.



BANK OF THE WEST
EQUIPMENT FINANCE
BNP PARIBAS GROUP

September 27, 2016

Marty Dernovich, Purchasing Manager
Sweetwater County Purchasing Department
50140 A US HWY 191 South
Rock Springs, WY 82901

Dear Marty:

Bank of the West (BOTW) is pleased to present the following CONFIDENTIAL Equipment Lease Proposal. The terms and conditions contained herein have received full credit approval by the Bank:

LESSOR: Bank of the West and/or its participants, affiliates, successors or assignees (collectively referred to as "Lessor")

LESSEE: Sweetwater County

EQUIPMENT: Two New Motor Graders

DELIVERY DATE: On or prior to November 20, 2016

EQUIPMENT COST: \$314,326.00

LEASE TYPE: Bank-Qualified Tax Exempt Lease (\$1.00 Buyout)

LEASE TERM: 3 Years

LEASE RENTAL PAYMENT:

Lessee will be required to make **annual payments**, with the first payment due **December 1, 2016** in the amount of **\$106,865.40** (lease factor of 0.3399827). Based on BOTW's current cost of funds, the interest rate is approximately 1.99%.

Upon proposal acceptance, the Lease Rental Payment and rate will be fixed for the term of the Lease.

INTERIM RENTAL PAYMENTS:

Lessee will be required to make Interim Interest Only Payments equal to the above referenced rate that will accrue from the date of delivery and acceptance of the equipment to the Lease First Payment Date.

TAX BENEFITS:

This transaction will be considered a lease intended for security. Lessor will not claim any depreciation deductions arising out of the ownership of the Equipment.

NET LEASE:

This will be a net lease transaction. Lessee, at its own expense, will provide insurance, maintain the Equipment, and pay all fees, property taxes, and other expenses of a similar nature. The Lessee will also indemnify the Lessor against all liability with respect to the Equipment and the entire risk of loss.

INSURANCE: Lessee shall maintain adequate insurance coverage on the Equipment, which must be satisfactory in a form and amount to Lessor, including public liability insurance for property damage and personal injury and physical damage coverage for the full insurable value of the Equipment naming Lessor as loss payee and additional insured.

COSTS AND EXPENSES: Lessee agrees to assist Lessor in perfecting its security interest. A documentation fee of \$300 will be due at closing. There are no escrow fees or other ancillary charges involved with this transaction.

DOCUMENTS: Prior to funding, Lessee shall execute all documents reasonably required by Lessor, including but not limited to a Master Lease Agreement, applicable Equipment Schedules, financing statements, Opinion of Counsel and Delivery & Acceptance Certificate. The type, form, contents, sufficiency and due execution of all documents must be satisfactory to Lessor.

NON-BINDING PROPOSAL: The foregoing is subject to final approval by Bank of the West. Any commitment offered by Lessor thereafter may be terminated in the event of a material adverse change in the financial condition of Lessee or if information provided is false or misleading in regards to the financial condition of Lessee.

We appreciate the continued opportunity to be of financial service to your District. Please return a signed copy of this proposal at your earliest convenience. Should you have questions about this proposal, please contact David Maslyk at (503) 294-6366 or Anne Lucas at (307) 771-3483.

Sincerely,

Bank of the West

Bank of the West

Agreed to:

Sweetwater County



David Maslyk
Vice President

Anne Lucas
Vice President

By: _____

Title: _____

Date: _____

AMORTIZATION SCHEDULE
 ---- Aggregate Of Lending Loans ----

parameter filename SC 2016
 parameter path H:\Sweetwater County\
 aggregate average life (lending) 1.024 years
 rate 1.99000000%

date	starting balance	takedowns	debt service	interest	principal	remaining balance
Nov-20-16	0.00	314,326.00	0.00	0.00	0.00	314,326.00
Dec-01-16	314,326.00	0.00	107,056.53	191.13	106,865.40	207,460.60
		314,326.00	107,056.53	191.13	106,865.40	
Dec-01-17	207,460.60	0.00	106,865.40	4,166.33	102,699.07	104,761.53
		0.00	106,865.40	4,166.33	102,699.07	
Dec-01-18	104,761.53	0.00	106,865.40	2,103.87	104,761.53	0.00
		0.00	106,865.40	2,103.87	104,761.53	
total		314,326.00	320,787.33	6,461.33	314,326.00	

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: October 4, 2016	Presenters Name & Title: Kye Kreusel, P.E., Project Manager Brian Kelly, Board President Tracy Wylie, Recording Secretary
Department or Organization: Keller Associates, Inc. West Side Water & Sewer District Board West Side Water & Sewer District	Contact Phone and E-mail: (307) 362-7454 kkreusel@kellerassociates.com wswsd@hotmail.com wswsd@hotmail.com
Exact Wording for Agenda: West Side W-K Lift Station Update	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 10 minutes
Will there be Handouts? (If yes, include with meeting request form) Yes - attached	Will handouts require SIGNATURES: N/A
Additional Information:	
Please see attached.	

Krisena Marchal - Grants

From: West Side Sewer District <wsbsd@hotmail.com>
Sent: Friday, September 23, 2016 6:31 PM
To: Krisena Marchal - Grants
Subject: Project Discription

Krisena,

Thank you for all the information, I have been reviewing it and it is all quite helpful. I know you asked for a short description of what the District's projects entail. I will do my best. The Board met Wednesday evening and hired Keller Associates (Kye Kreuzel) to assist in the application process.

In December of 2013, the District hired Keller Associates, to design the replacement of two of the District's three (3) Lift Stations, #1 Chimuza, #2 W-K and #3 Wilkins Peak. The design is for the #1 and #2 Lift Stations as these have reached their life span. The Contract was signed and enacted January 17, 2014. The cost for the design and engineering of both Lift Station #1 and #2 was \$78,032.00. The District put the #1 (Chimuza) Lift Station as a priority as it handles all the waste for the District with the exception of the Foothill Subdivision and the Sweetwater County Jail (#3 Lift Station). Construction on the replacement of Chimuza is scheduled to begin next week. The project was put out to bid and Edstrom Construction was awarded the project for a bid total of \$474,900.00. The District's system functions as a whole. The W-K Lift Station (#2) is the priority now. It is failing and currently the force main has a leak that was discovered in August, and is over 27' deep, it cannot be excavated without the probability of the entire Lift Station collapsing as the influx of water/waste has completely caused the degradation of the wet well and the building itself. The District placed a temporary bypass, that will have to be maintained through winter as it is above ground. We had a failure yesterday that shut the station down. This has been a weekly occurrence, without that Lift Station everything on the North side of the Interstate from the Volcic Mobile Home Park to the KOA to include the Layo's Subdivision has no way to dispose of the sewer and the W-K Mobile Home Park is also without the capability of disposing of the sewage, placing several businesses and hundreds of people living in the Mobile Home Parks to be exposed to sewage and the damages that come with it. When that Lift Station is not functioning it also affects the Chimuza Lift Station, the Wilkins Peak Lift Station as well as the Diverter system at the Lagoons. It is like a domino effect, when one doesn't function the whole system fails.

The District has up to this point paid out of their general funds and reserve accounts to maintain and repair the issues as they have come up, while preserving the current use fees at an affordable rate for the District users. With the recent unforeseen events meaning the failures at the Diverter/Lagoons and the W-K Lift Station the District is unable to fund the replacement of these facilities without completely depleting the operating funds. The District is in an emergency situation.

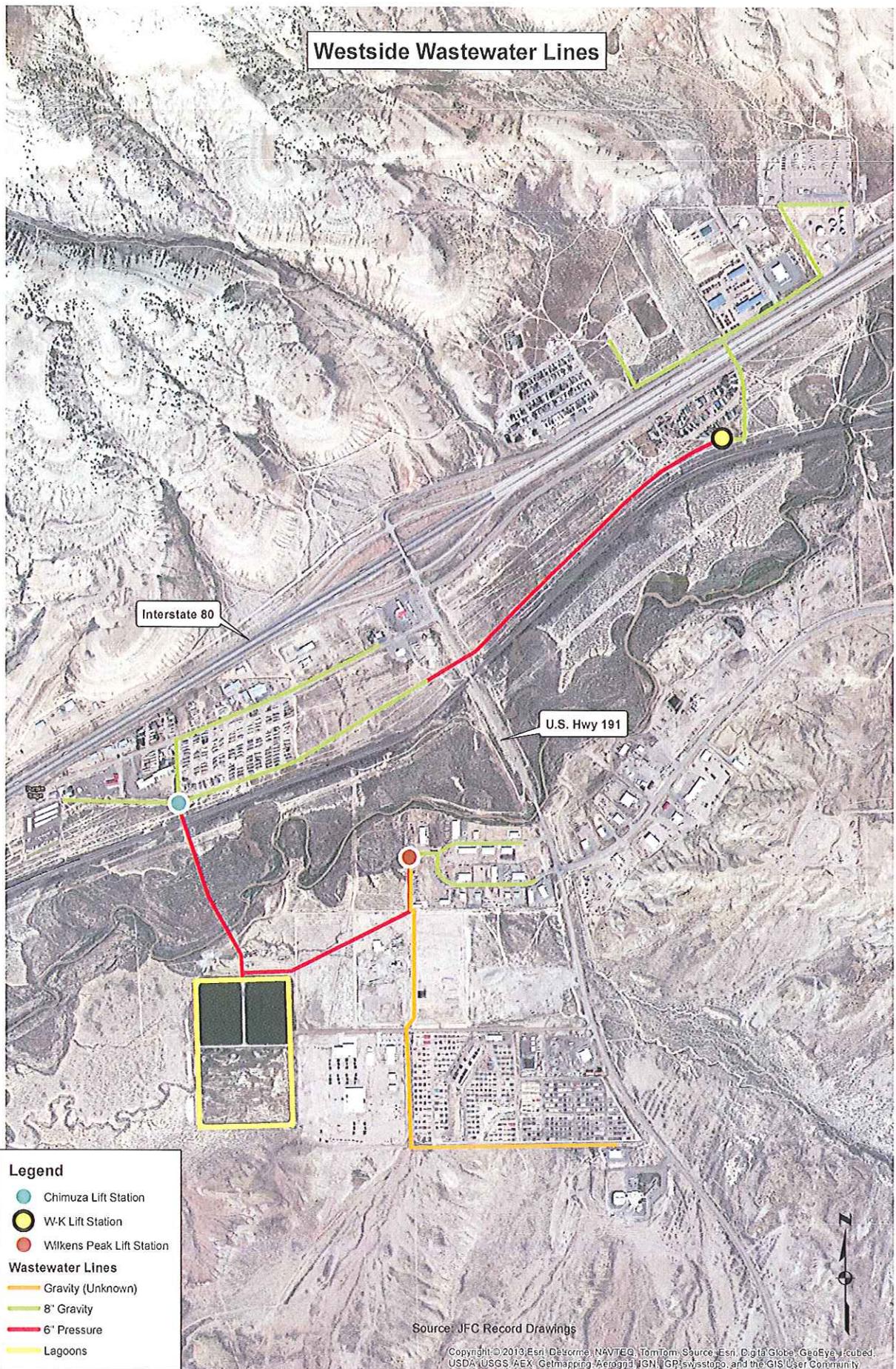
The District had two loans through SLIB when it was formed as Inter City Water & Sewer District, JPA 238 and JPA 317 that were paid off in April of 2007. Since then we have been self sufficient for the most part. The District coordinated with WYDOT in 2013 when the expansion of Hwy 191 S, was under construction and placed steel casing under 191 to allow for sanitary sewer to be available on the East side of Blairtown Road to the District boundaries to prevent any further contamination into Bittercreek at a cost of \$191,185.16. We have also spent money on engineering to prepare for the new Justice Center the County is in the process of building. The Wilkins Peak Lift Station was designed for the Foothill Subdivision and the twenty four (24) lots that were included in it. The Wilkins Peak Lift Station is at 63% of capacity currently with the information on record that does not include the new Justice Centers flow. The District is also anticipating the two additional 180 cell unit pods that are planned for the future by the County. Without the District, the Jail and the Justice

Center projects are not possible. To date we have spent \$69,123.25 at the Diverter/Lagoons to keep it functioning, the redesign and reconstruction of the Diverter is unknown at this time but the engineering fees to gauge the costs are \$25,300, the District hired Keller Associates to obtain that information. I would estimate that the costs to rebuild the Diverter/Lagoons will exceed \$500,000.00. The W-K Lift Station will come in at \$700,000.00 as that was the average bid received for the Chimuzza replacement project and they are essentially identical. The District has spent \$47,593.44 as of August 22nd to keep it functioning. The District has \$500,00.00 to match any MRG Grant available, without jeopardizing the normal operating expenses.

Please let me know what I can do to, I apologize for the delay in answering you. Call anytime. Thank you.

Tracy

Westside Wastewater Lines



Legend

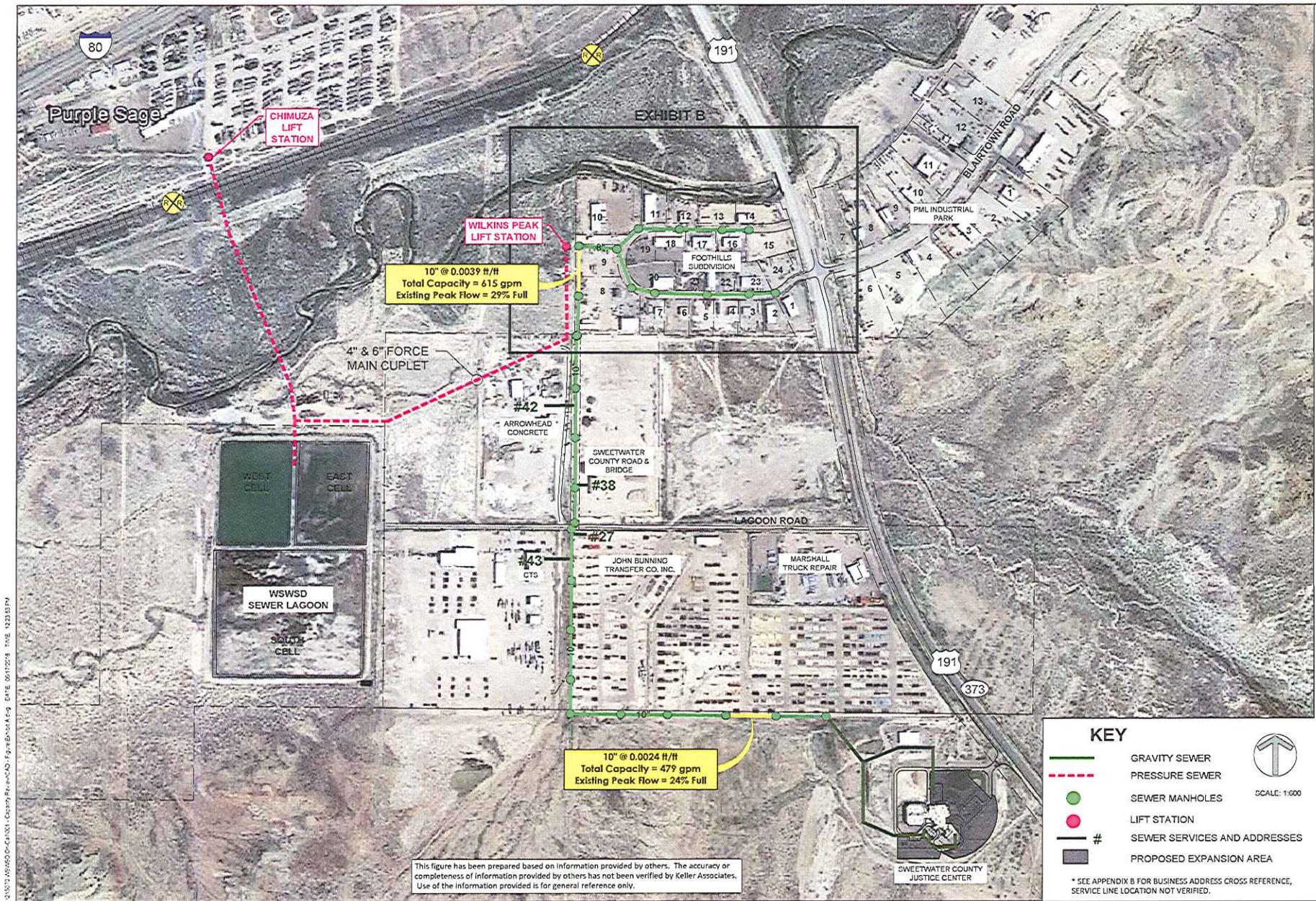
- Chimuza Lift Station
- W-K Lift Station
- Wilkens Peak Lift Station

Wastewater Lines

- Gravity (Unknown)
- 8" Gravity
- 6" Pressure
- Lagoons

Source: JFC Record Drawings

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This figure has been prepared based on information provided by others. The accuracy or completeness of information provided by others has not been verified by Keller Associates. Use of the information provided is for general reference only.

KEY

- GRAVITY SEWER
- - - PRESSURE SEWER
- SEWER MANHOLES
- LIFT STATION
- # SEWER SERVICES AND ADDRESSES
- PROPOSED EXPANSION AREA

SCALE: 1:600

* SEE APPENDIX B FOR BUSINESS ADDRESS CROSS REFERENCE, SERVICE LINE LOCATION NOT VERIFIED.

J:\10173\10173-00000-C-1\10173-Capacity_Review\CD-Figure\B\10173-A-Fig.dwg DATE: 06/11/2016 TIME: 12:23:53 PM

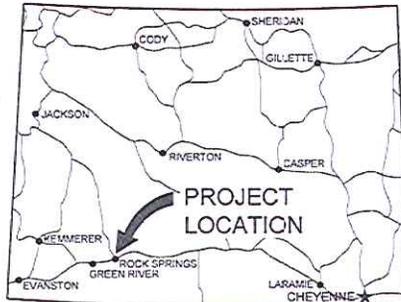
WEST SIDE WATER & SEWER DISTRICT JUSTICE CENTER EXPANSION CAPACITY REVIEW	TECHNICAL MEMORANDUM JUNE 17, 2016 RESERVE CAPACITIES IN WILKINS PEAK SEWER SHED
404 W Street #101 Rock Springs, Wyoming 82901 (307) 862-7454 KELLER associates	215070 EXHIBIT A

WEST SIDE WATER AND SEWER DISTRICT CHIMUZA LIFT STATION IMPROVEMENTS

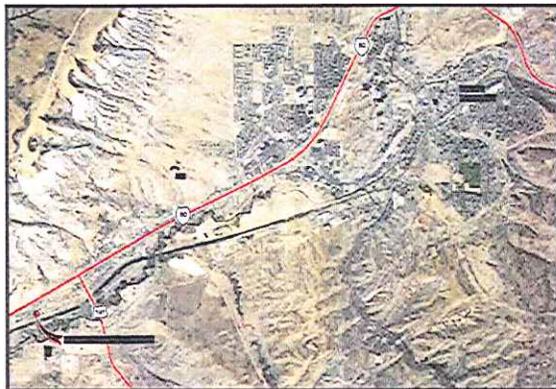
PROJECT NO. 213111
DESIGN DEVELOPMENT PLANS
2015



Know what's below.
Call before you dig.
(800) 849-2470



B1 LOCATION MAP
N.T.S.



A1 VICINITY MAP
N.T.S.

SHEET LIST TABLE	
SHEET #	SHEET TITLE
G-001	TITLE SHEET
G-002	GENERAL NOTES & SHEET LIST
G-003	LEGEND
CD-101-C	EXISTING SITE & DEMOLITION PLAN
CS-101-C	SITE PLAN
CS-501-C	SITE DETAILS
CU-101-C	LIFT STATION SCHEMATIC
CU-201-C	LIFT STATION PLAN VIEW
CU-202-C	LIFT STATION ELEVATION VIEW
CU-301-C	LIFT STATION SYSTEM PROFILE
CU-302-C	GRINDER ELEVATION VIEW
E-101-C	ELECTRICAL PLAN
E-501-C	ELECTRICAL DETAILS



A4 SITE ACCESS MAP
N.T.S.

APPROVED FOR CONSTRUCTION

P:\213111\000 WEST SIDE WATER AND SEWER DISTRICT - JERRY KREUSEL\2015\DESIGN DEVELOPMENT\2015\DWG\213111-000-01.DWG DATE PLOTTED: 8/20/15 12:45 PM PRINTED: 10/27/2015 9:30 AM

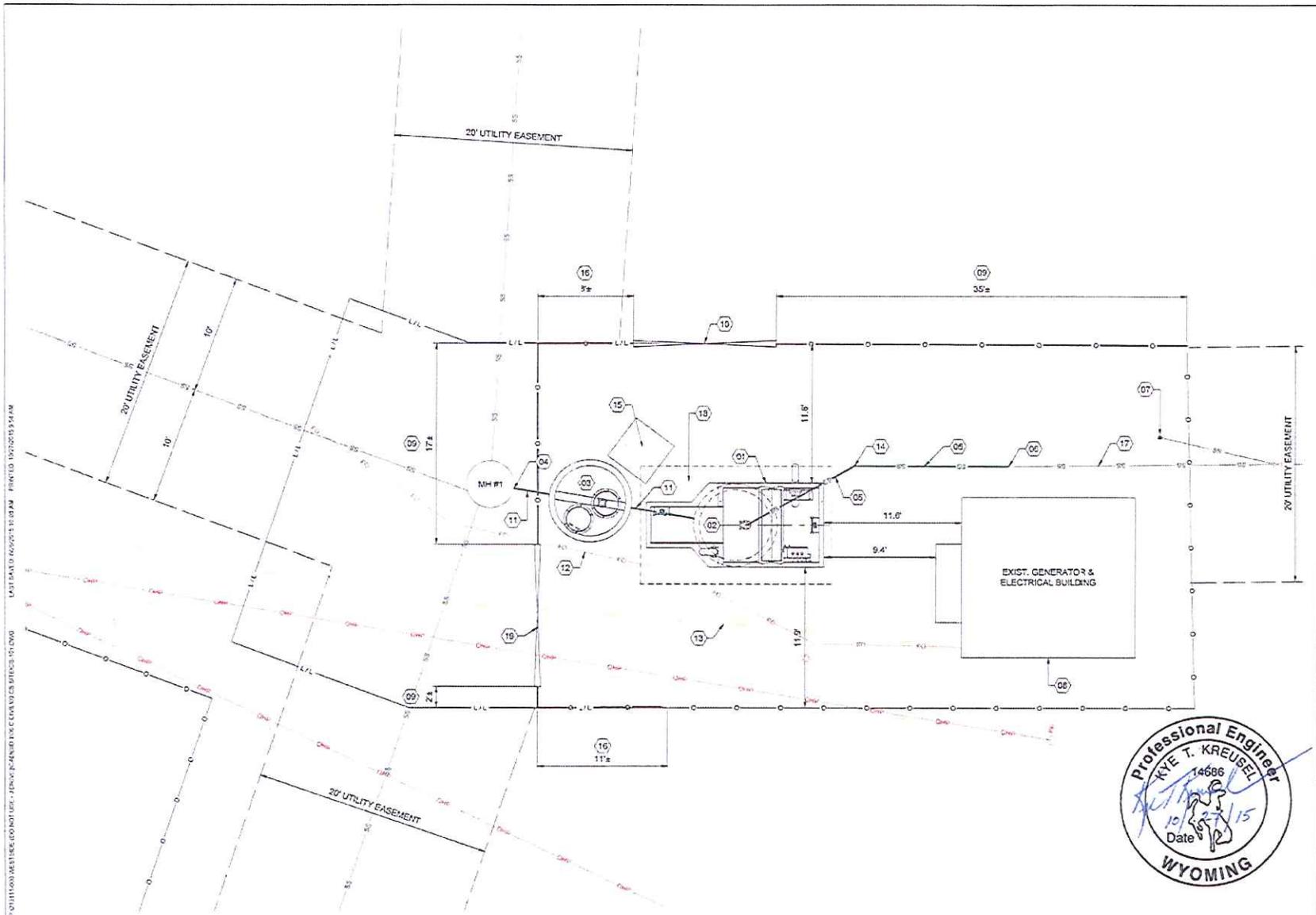
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		AS NOTED	



WEST SIDE WATER AND
SEWER DISTRICT
ROCK SPRINGS, WYOMING

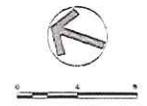
CHIMUZA LIFT STATION IMPROVEMENTS
TITLE SHEET

PROJECT NO.
213111
SHEET NO.
G-001



- SHEET KEYNOTES**
- 01 RECESSED LIFT STATION FOOTPRINT
 - 02 NEW WET WELL LOCATION
 - 03 NEW GRINDER MANHOLE
 - 04 KOR-N-SEAL PIPE TO MAN-HOLE CONNECTOR
 - 05 PRESSURE SEWER PIPE
6" C-900 PVC; RE: A1/CS-501
 - 06 CONNECT TO EXISTING PRESSURE SEWER LINE; RE: CU-501-C
 - 07 RETAIN BYPASS CAM-LOCK FUNCTION
 - 08 RETAIN AND PROTECT EXIST. BUILDING
 - 09 REUSE EXIST. CHAIN LINK FENCING IF IN GOOD CONDITION AFTER DEMO
 - 10 NEW 12" WIDE ACCESS GATES; RE: C3/CS-501-C
 - 11 NEW 8" SDR-35 GRAVITY SEWER PIPE. RE: A1/CS-501-C
 - 12 RELOCATE FIBER OPTIC AROUND EXCAVATION AS NEEDED. TO REMAIN OPERATIONAL DURING CONSTRUCTION.
 - 13 RELOCATE NATURAL GAS LINE AROUND EXCAVATION AS NEEDED TO REMAIN OPERATIONAL DURING CONSTRUCTION
 - 14 PRESSURE SEWER MAIN FITTING
6" D.I. 22.5" BEND; RE: A4/CS-501-C
 - 15 DAVIT CRANE ANCHOR (4x4x2.5' CONCRETE ANCHOR); RE: C1/CS-501-C
 - 16 NEW CHAIN LINK FENCING
RE: C3/CS-501-C
 - 17 RETAIN AND PROTECT EXIST. PRESSURE SEWER LINE
 - 18 LIFT STATION SUPPORT SLAB; RE: A2/CS-501-C
 - 19 REUSE EXISTING CHAIN LINK GATE IF POSSIBLE; RE: C3/CS-501-C

- GENERAL SHEET NOTES**
1. ALL CONSTRUCTION SHALL COMPLY WITH THE 2000 EDITION OF WPPSCS.
 2. EXISTING UTILITIES SHOWN IN APPROXIMATE LOCATION. CONTACT DIG-LINE 1-800-849-2478 TO LOCATE PRIOR TO COMMENCING WORK.
 3. RETAIN AND PROTECT ALL UNDERGROUND UTILITIES: GAS, WATER, SEWER, STORM DRAIN, POWER, CABLE TELEPHONE, ETC. UNLESS OTHERWISE NOTED.
 4. EXISTING UTILITIES SHALL BE MAINTAINED BY CONTRACTOR THROUGHOUT CONSTRUCTION ACTIVITIES



APPROVED FOR CONSTRUCTION

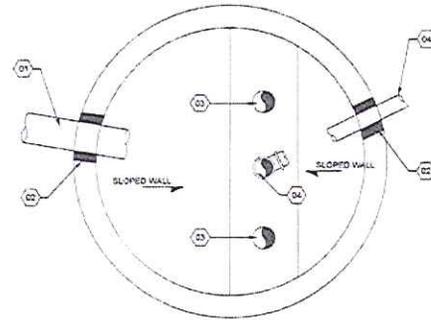
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DESIGNED	JPM	APPROVED	BRP
CAD NAME		SCALE	(Based on 22"x34" sheet) AS NOTED



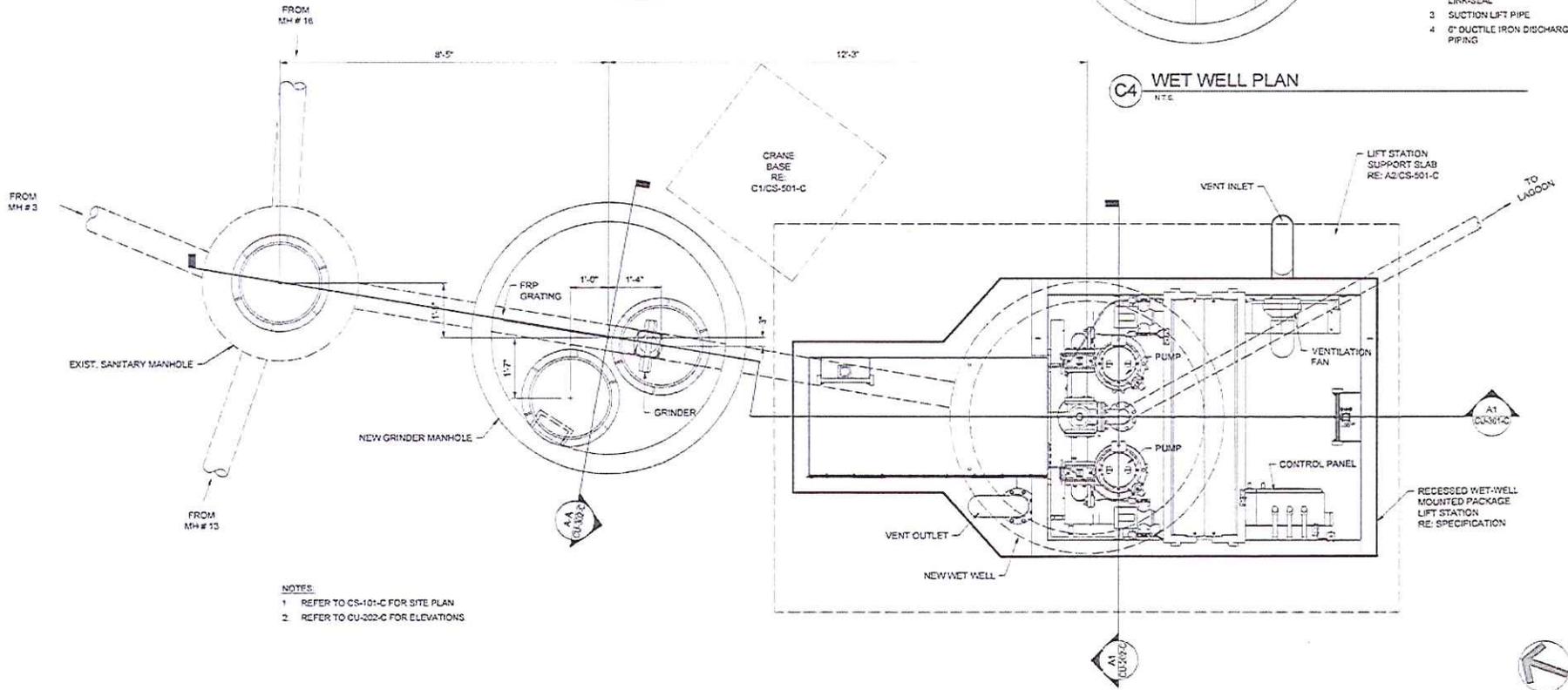
WEST SIDE WATER AND SEWER DISTRICT
ROCK SPRINGS, WYOMING

PROJECT NO 213111
SHEET NO CS-101-C
SHEET NAME SITE PLAN



- KEY NOTES**
- 8" SDR-35 GRAVITY SEWER PIPE
RE: CU-301-C
 - SEAL PIPE PENETRATION WITH
LINK-SEAL
 - SUCTION LIFT PIPE
 - 6" DUCTILE IRON DISCHARGE
PIPING

C4 WET WELL PLAN
N.T.S.



- NOTES**
- REFER TO CS-101-C FOR SITE PLAN
 - REFER TO CU-202-C FOR ELEVATIONS

A1 CHIMUZA LIFT STATION PLAN
N.T.S.

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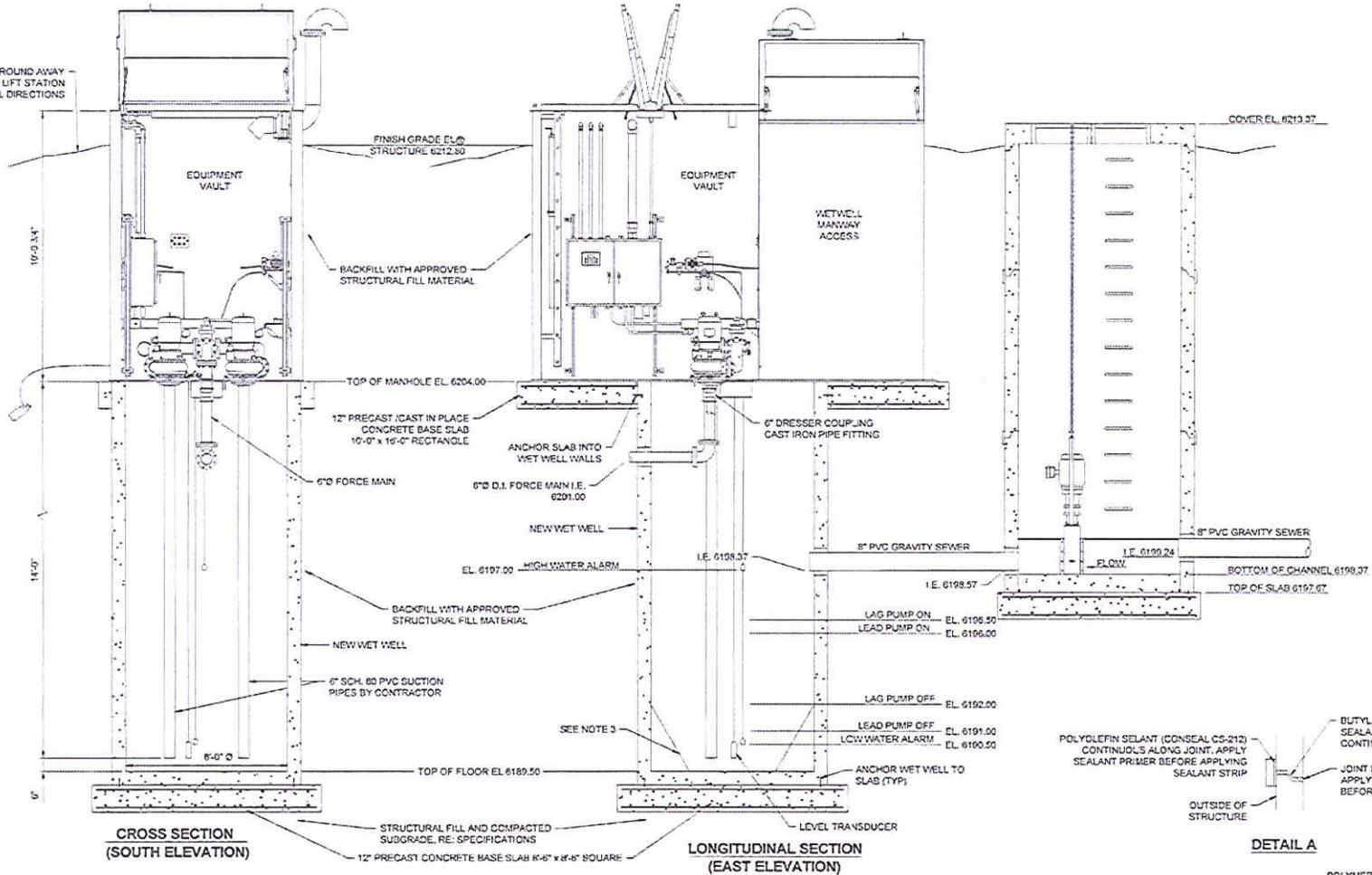


WEST SIDE WATER AND SEWER DISTRICT
ROCK SPRINGS, WYOMING

CHIMUZA LIFT STATION IMPROVEMENTS
LIFT STATION PLAN VIEW

PROJECT NO
213111
SHEET NO
CU-201-C

SLOPE GROUND AWAY FROM LIFT STATION TYPICAL ALL DIRECTIONS



- NOTES**
- IF HIGH POINT OF DISCHARGE LINE OCCURS AT POINT OF LEAVING WET WELL A PRIMING LOCK LOOP MAY BE REQUIRED. CONSULT FACTORY.
 - INITIAL FLOW RATE 400 GPM.
 - PROVIDE 60° SLOPE IN WET WELL, AS REQUIRED. SEE PLAN VIEW C4CU-201-C.
 - WET WELL IS A CONFINED SPACE AND APPROPRIATE EQUIPMENT SHALL BE EMPLOYED AS NECESSARY PRIOR TO ENTERING SPACE.
 - CONNECT TO EXISTING ELECTRICAL SERVICE TO NEW PUMP STATION POWER AND CONTROL PANEL. SERVICE TO BE PULLED FROM BEFORE OLD CONTROL PANEL. CONDUIT SERVICE SHALL BE SCH 40 PVC BELOW GRADE AND SHALL BE SCH 40 RMC ABOVE GRADE. CONSULT FACTORY FOR WIRING DETAILS.
 - PRECAST SUPPLIER TO PROVIDE REINFORCING.



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A1 CHIMUZA LIFT STATION DETAIL

NO.	REVISIONS	BY	DATE

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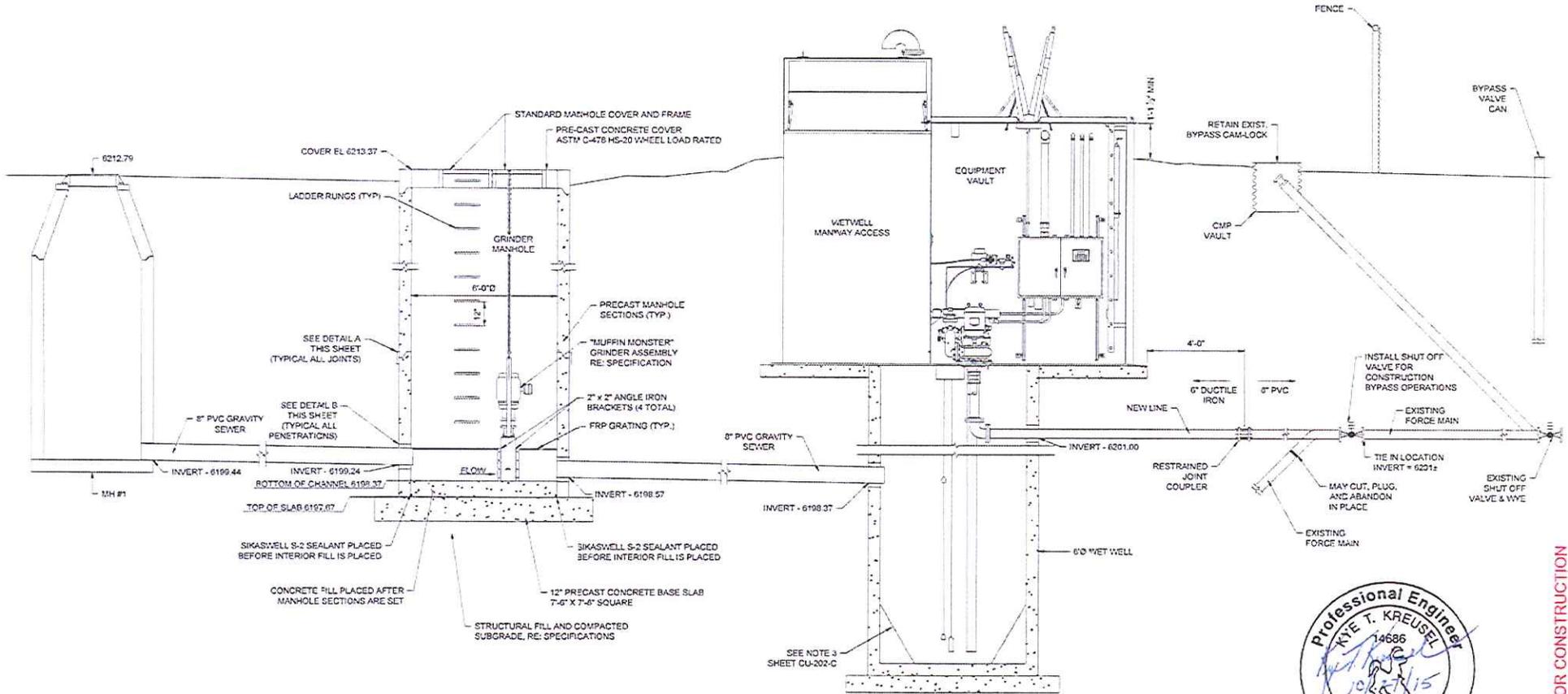
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CAD NAME		SCALE	(Based on 22"x34" sheet) AS NOTED



WEST SIDE WATER AND SEWER DISTRICT
ROCK SPRINGS, WYOMING

CHIMUZA LIFT STATION IMPROVEMENTS
LIFT STATION ELEVATION VIEW

PROJECT NO. 213111
SHEET NO. CU-202-C



A1 CHIMUZA SYSTEM PROFILE (WEST ELEVATION)
N.T.S.

P:\101100\WATER\SEE (DO NOT USE) - J.EBERHARDT\606 CEN\606 CEN\101100\0116.DWG
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NO.	REVISIONS	BY	DATE

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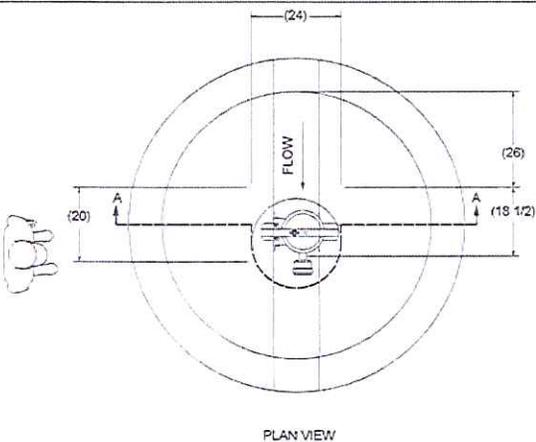
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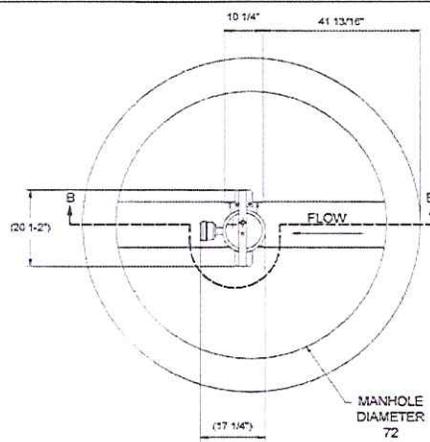
WEST SIDE WATER AND SEWER DISTRICT
ROCK SPRINGS, WYOMING

LIFT STATION IMPROVEMENTS	PROJECT NO. 213111
LIFT STATION SYSTEM PROFILE	SHEET NO. CU-301-C

APPROVED FOR CONSTRUCTION

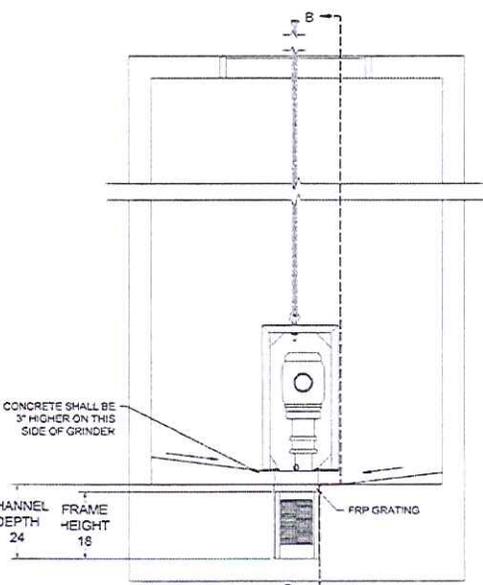


PLAN VIEW



PLAN VIEW

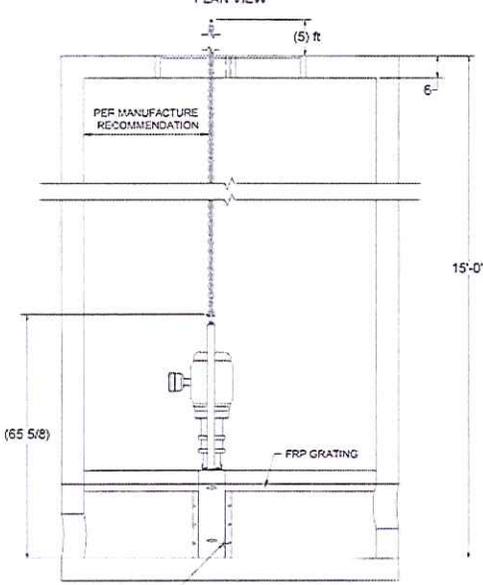
MANHOLE DIAMETER 72



SECTION A-A

CONCRETE SHALL BE 3" HIGHER ON THIS SIDE OF GRINDER

CHANNEL DEPTH 24
FRAME HEIGHT 18

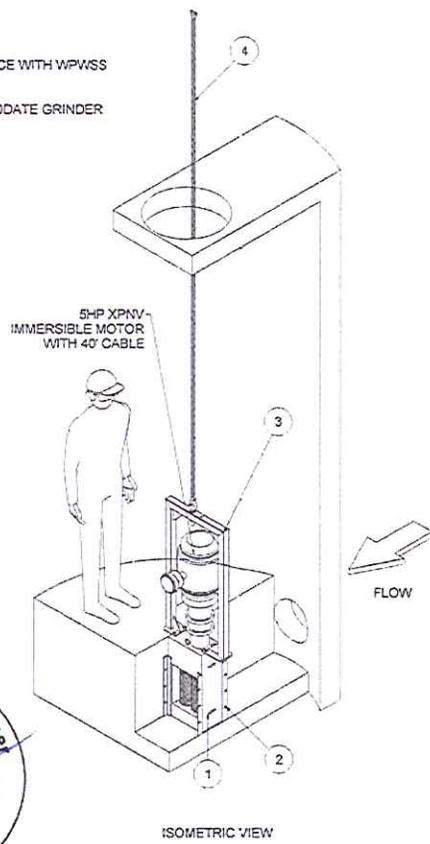


SECTION B-B

12X 25/8 THRU

A1 GRINDER ELEVATION VIEW

- NOTES: UNLESS OTHERWISE SPECIFIED
1. ANCHOR BOLTS, $\varnothing 1/2"$, SHALL BE PROVIDED BY OTHERS.
 2. CONTRACTOR SHALL GROUT OR SEAL GAPS BETWEEN FRAME AND CHANNEL TO PREVENT ANY LARGE PARTICLES FROM PASSING.
 3. ALL DIMENSIONS NEED TO BE CONFIRMED TO ENSURE PROPER FIT.
 4. APPROXIMATE WEIGHTS:
FRAME: 15 LBS.
GRINDER WITH LIFTING BAIL: 598 LBS.
 5. NEW MANHOLE LIDS SHALL BE IN ACCORDANCE WITH WPVSS STANDARD DRAWING 02700-02.
 6. MANHOLE SHOULD BE FORMED TO ACCOMMODATE GRINDER DIMENSIONS.



ISOMETRIC VIEW



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DRAWN: JPM DESIGNED: JPM CAD NAME:		CHECKED: CLH APPROVED: BRP SCALE: (Based on 22"x34" sheet) AS NOTED		KELLER associates <small>355 North 3rd, Suite A Parkersburg, Iowa, 50201 (319) 238-2748</small>	WEST SIDE WATER AND SEWER DISTRICT ROCK SPRINGS, WYOMING	CHIMUZA LIFT STATION IMPROVEMENTS		PROJECT NO: 213111
						GRINDER ELEVATION VIEW		SHEET NO: CU-302-C

APPROVED FOR CONSTRUCTION

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: 10/4/16	Presenters Name & Title: Bonnie Berry, Accounting Manager
Department or Organization: Clerk's Office	Contact Phone and E-mail: 307-872-3762
Exact Wording for Agenda: Discussion regarding response to letter received from Mr. Gerard D. Klein, CEO of Memorial Hospital of Sweetwater County	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 15 min
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: Yes
Additional Information:	
I have included a copy of the letter and attachments received from Mr. Gerard D. Klein and a draft copy of a letter in response. The letter in response is open for discussion and can be changed after input from the Commissioners is received.	

• **INSTRUCTIONS**

- All requests to be added to the agenda will need to be submitted in writing on the "Meeting Request Form" by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: shoemakers@sweet.wy.us
- All handouts are also due by Wednesday at 12:00 p.m. prior to the scheduled meeting date. Handouts may be submitted to Clerk Sally Shoemaker either in person or electronically. *****If your handout is not accompanied with the request to be added to the agenda, your request will be dismissed and you may reschedule for the next meeting provided the handout(s) are received.*****
- Any documents requiring **Board Action** or **signature** are considered agenda items and need to be requested in the same manner.

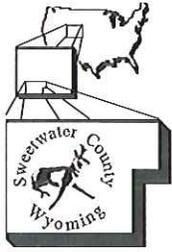
BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

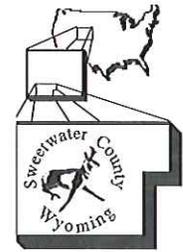
Meeting Date Requested: 10/04/2016	Presenters Name & Title: Garry McLean HR Director
Department or Organization: Human Resources	Contact Phone and E-mail: 307-872-3910 mcleang@sweet.wy.us
Exact Wording for Agenda: Request approval for payment of Flu Vaccinations for employees and retirees of Sweetwater County and Component Units	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 minutes
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: No
Additional Information: <hr/> <hr/> <hr/> <hr/> <hr/>	

• **INSTRUCTIONS**

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Sweetwater County Department of Human Resources



80 W. Flaming Gorge Way, Suite 17
Green River, WY 82935

E-MAIL: swchr@sweet.wy.us

Phone: 307-922-5429 (RS)
307-872-3910 (GR)
Fax: 307-872-3996

MEMORANDUM

From: Garry McLean
To: Board of County Commissioners
Date: August 30, 2016

RE: Flu Vaccinations for County and Component Unit Employees and Retirees

Sweetwater County Community Nursing would like to offer the flu shots to the employees and retirees covered under the County's health insurance program. In previous years, the Board has authorized payment of flu vaccinations and we are recommending the Board continue this practice.

There are several reasons why continuing to support the flu shot would be beneficial:

1. The yearly vaccination is **the best** tool currently available to help protect against the flu.
2. Flu vaccination can keep you from getting sick, or even reduce the risk of more serious outcomes such as hospitalization or even death. Therefore, it can reduce the absence of employees and reduce the health care costs by keeping the employees and their dependents healthy.
3. By offering the flu shot to the employees, it can minimize the chance of the flu spreading publicly.

The cost of the vaccination has increased slightly from last year, from \$20.00 to \$25.00 each, and this expense has been funded from the County's health insurance claim fund. If the Board approves payment of flu vaccinations, it is anticipated that the total cost will be between \$4,500 and \$5,700. Listed below is a breakdown of the cost to the County for the past 4 years:

2015	225	\$4,500
2014	224	\$4,480
2013	243	\$4,860
2012	191	\$3,820

The Community Nursing Department will be scheduling several clinics within the next few months in different locations to make it convenient as possible for each employee to receive the vaccination. The Human Resources Department will notify employees and retirees concerning location, dates and times for these clinics as soon as they are available.

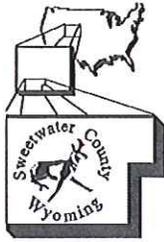
BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

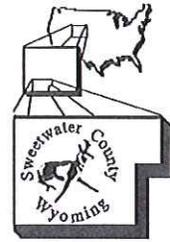
Meeting Date Requested: 10/4/2016	Presenters Name & Title: Garry McLean, HR Director
Department or Organization: Human Resources	Contact Phone and E-mail: 872-3910
Exact Wording for Agenda: Request approval of Financial Renewal Amendment with UMR	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 Min.
Will there be Handouts? (If yes, include with meeting request form) yes	Will handouts require SIGNATURES: yes
Additional Information:	

• **INSTRUCTIONS**

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- Any documents requiring **Board Action** or **signature** are considered agenda items and need to be requested in the same manner.



Sweetwater County Department of Human Resources



80 W. Flaming Gorge Way, Suite 17
Green River, WY 82935

E-MAIL: swchr@sweet.wy.us

Phone: 307-922-5429 (RS)
307-872-3910 (GR)
Fax: 307-872-3996

MEMORANDUM

To: Board of County Commissioners
From: Garry McLean 
Date: September 21, 2016
RE: UMR Amendment to Administrative Services Agreement – Fee Schedule
Renewal (7/1/16 – 12/31/2017)

As you are aware, UMR performs services as the County's third party administrator (TPA). At the May 17, 2016, Board meeting, the Board approved renewing the health insurance plan with UMR for the FY 16-17. However, at the time of approval, UMR had not yet provided the Amendment to the Administrative Services Agreement (ASA) Fee Schedule to Sweetwater County for signature. We have recently received the attached updated ASA agreement Fee Schedule Renewal from UMR, effective 7/1/2016. The updated ASA agreement covers the time period July 1, 2016 through December 31, 2017.

There are no significant changes in the Renewal Fee Schedule for the current plan year.

FINANCIAL RENEWAL AMENDMENT

This Amendment consisting of this page and the attached 4 page ADDENDUM #1 ("Amendment") is made to the Administrative Services Agreement ("Agreement") by and between UMR, Inc. ("UMR") and Sweetwater County ("Customer"), Contract No. 76-411492, and is effective on July 1, 2016 unless otherwise specified.

Any capitalized terms used in this Amendment have the meanings shown in the Agreement. These terms may or may not have been capitalized in prior contractual documents between the parties but will have the same meaning as if capitalized.

The agreements that are being amended include any and all amendments, if any, that are effective prior to the effective date of this Amendment.

Nothing shown in this Amendment alters, varies or affects any of the terms, provisions or conditions of the agreements other than as stated herein.

The parties, by signing below, agree to amend the agreements as contained herein.

Sweetwater County

UMR, Inc.

By _____
Authorized Signature

By _____
Authorized Signature

Print Name Wally J. Johnson

Print Name _____

Print Title Board Chair

Print Title _____

Date October 4, 2016

Date _____

ADDENDUM #1

Contract Number 76-411492
The following financial terms are effective for the period July 1, 2016 through December 31, 2017 unless otherwise specified.

Service Code	ITEM	FEE and BASIS
	Medical Fees	
0001/ 0914	Base Medical Fee 7/1/2016 – 12/31/2018 1/1/2019 – 12/31/2019	\$27.02 PEPM \$27.81 PEPM
	ID Card Services	
0200	Mail ID Cards to Employee's Home	Included in Base Fee
	Banking Services	
0307	Custodial Banking Maintenance Charges	\$500 Per Month
	Reporting/Special Data Services	
0417	Custom Ad-Hoc Reports – Request System	\$100/hr. after 2 hours per year
0420	Medstat Advantage Suite/Truven (Interactive web-based application providing Customer with access to up to 24 months of clinically augmented claims and eligibility data. Additional fees may apply for history loads.)	Included in Base Fee
1202	Actuarial Services (if requested)	Fee available upon request
1203	New York Surcharge – Filing and Administration	Included in Base Fee
	Network/Managed Care	
1406	Network Access Fees • UnitedHealthcare Options PPO (Applies to Benefit Plans 011-016)	Included in Base Fee
9938	Cost Reduction & Savings Program (CRS) (Cost reduction services aimed at generating savings on claims when the primary network is not utilized.	30% of savings
	Transplant Solution (TS) Services	
1400	Transplant Network via Centers of Excellence (COE) Customer shall pay UMR administrative fee based upon the Transplant type as follows:	
	Bone Marrow/Stem Cell	
	Autologous less than 11 days	\$5,000 Per Transplant
	Autologous 11 or more Days – breast Cancer	\$10,000 Per Transplant
	Autologous 11 or more Days – all other diagnosis	\$20,000 Per Transplant
	Allogeneic – related/unrelated	\$20,000 Per Transplant
	Non-myeloablative BMT - mini	\$5,000 Per Transplant
	Tandem BMT	
	Auto/Auto	\$10,000 Per Transplant
	Auto/Allo Related Mini	\$20,000 Per Transplant
	Auto/Allo Unrelated Mini	\$20,000 Per Transplant
	Heart, Single Lung, Heart/Lung	\$10,000 Per Transplant
	Double Lung, Multi-Organ	\$20,000 Per Transplant
	Intestinal, Liver, Intestinal/Liver, Intestinal/Small Bowel	\$20,000 Per Transplant
	Kidney	\$3,500 Per Transplant
	Pancreas, Kidney/Pancreas, Islet Cell-Auto Pancreas	\$7,500 Per Transplant
	Ventricular Assist Devices (VAD)	
	Ventricular Assist Devices (VAD) only – Bridge to Transplant (Excludes Heart Transplant)	10% of savings, capped at \$10,000 Per Case
	Ventricular Assist Devices (VAD) only – Destination Therapy (VAD Implant + Post-Implant Services for 1 year)	10% of savings, capped at \$10,000 Per Case
	Ventricular Assist Devices (VAD) only – Destination Therapy (Post-Implant Services only)	10% of savings, capped at \$10,000 Per Case

Service Code	ITEM	FEE and BASIS
	<p>If an additional transplant is performed to replace the initial transplant, an additional fee equal to 50% of the original fee shall be charged.</p> <p>If a Covered Person receives transplant care, but no transplant is performed (“Early Term”), the administrative fee shall be 35% of the difference between charges per the applicable Network and the Network Provider’s usual charges for the same services, not to exceed the fee for the corresponding transplant set forth in the table above.</p> <p>A transplant case referred to as Early Term includes (1) cases in which a Covered Person is not accepted into a Network Provider’s transplant program; (2) cases in which the Covered Person dies prior to transplant or VAD implant; or (3) cases in which Covered Person’s coverage ends prior to transplant or VAD implant.</p>	
	Transplant Access Program (TAP) Network	The fees are 15% of savings, calculated as the difference between billed charges and amounts paid pursuant to the applicable Network. The fees shall not exceed the administrative fee for the corresponding transplant set forth in the table above.
	Extra-Contractual Services	The fees are 15% of savings, calculated as the difference between charges per the applicable Network and the Network Provider’s usual charges for the same services, not to exceed the fee for the corresponding transplant under the table above.
	Specialized Physician Review	The fees are for solid organ transplants, bone marrow/stem cell transplants and other procedures and disease states. Customer shall pay UMR an administrative fee equal to \$1,295 for a Comprehensive Review from a single reviewer, or \$1,995 from three reviewers. For Basic Review, Customer shall pay UMR an administrative fee equal to \$495 for a single review or \$1,295 from three reviewers. For an Expedited Review, Customer shall pay UMR an additional fee of \$200 for each physician reviewer.
	Care Management and Outreach Services	
0744	Utilization Management/Case Management (Includes NurseLine) 7/1/2016 – 12/31/2018 1/1/2019 – 12/31/2019	\$3.65 PEPM \$3.85 PEPM
0745	Maternity Management 7/1/2016 – 12/31/2018 1/1/2019 – 12/31/2019	\$.68 PEPM \$.71 PEPM

Service Code	ITEM	FEE and BASIS
	Billing	
0500	Conversion Administration 7/1/2016 – 12/31/2018 1/1/2019 – 12/31/2019	\$.75 PEPM \$.79 PEPM
0800	Self Billing	No Charge
	Claim Services	
0105	Subrogation Services	30% of recoveries
0136	Preferred Stop Loss Interface Fee	Included in Base Fee
0140	Claim Reprocessing	\$25 per Claim
	Other Fees	
2130	Federal External Reviews	\$500 per review after five reviews
0926	Full/Partial Summary of Benefits and Coverage (SBC) creation with data UMR has on file for the Plan. Includes initial SBC plus one amendment per year; electronic version only provided to Customer.	No Charge
0927	Two or more Summary of Benefits and Coverage (SBC) amendments requested by Customer per year	\$500 Per SBC Per Benefit Plan
0929	Print and Ship Summary of Benefits and Coverage (SBC) to Employee at open enrollment	Cost plus Postage
1014	Support for Integrated Rx-Medical Accumulators	Included in Base Fee
	OptumRx Fee Credit	
1022	OptumRx Fee Credit to Customer (non-incentivized) (Applies to Benefit Plans 015 & 016)	\$6.00 PEPM through 12/31/2019
1029	OptumRx Fee Credit to Customer (incentivized) (Applies to Benefit Plans 006, 011 through 014)	9.00 PEPM through 12/31/2019
	OptumRx Pharmacy Services	
1003	Pharmacy Prior Authorization	Included in Pharmacy Fees
1006	Pharmacy Benefit Management – Rebates	100% of rebates retained for administrative services
1007	OptumRx Administration	\$0.00 Per Claim
1008	Paper Claim Fee	\$1.75 Per Paper Claim
1009	Retail Discount Off Average Wholesale Price (AWP)	Brand Claim - AWP minus 16.75% Net Effective Generic Claim - AWP minus 70.75%
1010	Mail Order Discount Off Average Wholesale Price	Brand Claim - AWP minus 21.50% Net Effective Generic Claim - AWP minus 75.75%
1011	Dispensing Fee	\$1.40 Per Retail Claim \$0.00 Per Mail Order Claim
1013	Compound Retail Dispensing Fee	\$7.50 Per Claim
1015	Specialty Pharmacy Program	Priced on an individual drug basis at the market competitive rate, with discounts commonly around 12.5%. No dispensing fee for Specialty Drugs
1020	Retail 90 – Retail Discount Off Average Wholesale Price	Brand Claim - AWP minus 19.00% Net Effective Generic Claim - AWP minus 70.75%
1021	Retail 90 – Dispensing Fee	\$2.00 Per Retail Brand Claim \$2.00 Per Retail Generic Claim
1028	National Network- Published AWP	\$0.00 PEPM

PEPM means Per Employee Per Month (covered employee)

The above fees do not include state or federal surcharges, assessments, or similar taxes imposed by governmental entities or agencies on the Plan or UMR, including but not limited to those imposed pursuant to The Patient Protection and Affordable Care Act of 2010, as amended from time to time as these are the responsibility of the Plan.

A stop loss interface fee surcharge applies if stop loss coverage is not placed with a UMR preferred market. Consult your UMR representative for a list of preferred markets.

Certain pharmacies may be exempt from the above rates and discounts if they are located in a state that elects to participate at a state fee schedule rate.

UMR agrees to use commercially reasonable efforts to ensure that the Plan remains cost neutral when Average Wholesale Pricing (AWP) modifications occur, however it is understood that UMR has no control over changes in federal, state or other applicable law or regulation that requires AWP modifications, or if there is a material change to the AWP as published by the pricing agency that establishes Average Wholesale Prices.