

**GRANT AGREEMENT BETWEEN  
WYOMING DEPARTMENT OF EDUCATION  
AND  
CHILDREN’S DEVELOPMENTAL SERVICES OF CAMPBELL COUNTY  
FOUNDATION**

1. **Parties.** The parties to this Grant Agreement are Wyoming Department of Education (Agency), whose address is: 122 W. 25<sup>th</sup> Street, Suite E200 Cheyenne, Wyoming 82002, and Children’s Developmental Services of Campbell County Foundation (Grantee), whose address is 1801 S 4-J Road, Gillette, Wyoming 82718.
2. **Purpose of Grant Agreement.** The purpose of this Grant Agreement is to set forth the terms and conditions by which the Grantee shall improve Child Find activities, improve Comprehensive Evaluation, improve outcomes of students with disabilities by improving access to the general education curriculum, and improve transition to Kindergarten.
3. **Term of Grant Agreement.** This Grant Agreement is effective when all parties have executed it (Effective Date). The term of the Grant Agreement is from Effective Date through December 31, 2021. All services shall be completed during this term.

This Grant Agreement may be extended once by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.

4. **Payment.**
  - A. The Agency agrees to pay the Grantee for the services described in Section 5 below. Total payment under this Grant Agreement shall not exceed sixteen thousand five hundred thirty-one dollars (\$16,531.00). Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Grantee shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Grant Agreement.
  - B. No payment shall be made for work performed before the Effective Date of this Grant Agreement. Should the Grantee fail to perform in a manner consistent with the terms and conditions set forth in this Grant Agreement, payment under this Grant Agreement may be withheld until such time as the Grantee performs its duties and responsibilities to the satisfaction of Agency.
  - C. Except as otherwise provided in this Grant Agreement, the Grantee shall pay all costs and expenses, including travel, incurred by Grantee or on its behalf in connection with Grantee’s performance and compliance with all of Grantee’s obligations under this Grant Agreement.
5. **Responsibilities of Grantee.** The Grantee agrees to:

- A. Providing training, supplies, materials, and collaborative opportunities to Child Development Center (CDC) staff members to support students with disabilities.
  - B. Purchase materials and equipment for the CDC to support students with disabilities.
  - C. Utilize different methods to notify parents and provide screenings and other child find activities.
6. **Responsibilities of Agency.** The Agency agrees to:
- A. Pay Grantee in accordance with Section 4 above.
7. **Special Provisions.**
- A. **Assumption of Risk.** The Grantee shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Grantee's failure to comply with state or federal requirements. The Agency shall notify the Grantee of any state or federal determination of noncompliance.
  - B. **Environmental Policy Acts.** Grantee agrees all activities under this Grant Agreement 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 Grant Agreement may be terminated without penalty if a private entity that receives funds under this Grant Agreement:
    - (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.** Grantee certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Grant Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant Agreement. If Grantee breaches or violates this warranty, Agency may, at its discretion, terminate this Grant Agreement 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 Grant Agreement, Grantee certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Grantee or its sub-Grantees in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, Grant Agreement, cooperative agreement, or loan.
- F. Monitoring Activities.** Agency shall have the right to monitor all activities related to this Grant Agreement that are performed by Grantee or its sub-grantees. 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 Grant Agreement; and, to observe personnel in every phase of performance of the related work.
- G. Nondiscrimination.** The Grantee shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Grant Agreement.
- H. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Grant Agreement, 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 Grantee and related to the services and work to be performed under this Grant Agreement, 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 Grant Agreement, Grantee 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 Grant Agreement 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, Grantee 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 Grant Agreement.
- K. Administration of Federal Funds.** Grantee agrees its use of the funds awarded

herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.

- L. Copyright License and Patent Rights.** Grantee 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 Grant Agreement; and (2) any rights of copyright to which Grantee purchases ownership using funds awarded under this Grant Agreement. Grantee must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Grant Agreement.
- M. Federal Audit Requirements.** Grantee 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. Grantee 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, Grantee 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.** Grantee 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. Grantee 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 Grant Agreement.
- O. Program Income.** Grantee 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 Grant Agreement 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 Grant Agreement which are mutually agreed upon by the parties to this Grant Agreement shall be incorporated by written instrument, executed by all parties to this Grant Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Grant Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Grant Agreement as a whole and not to any particular provision or

part. The Courts of the State of Wyoming shall have jurisdiction over this Grant Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

- C. Assignment Prohibited and Grant Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Grant Agreement without the prior written consent of the other party. The Grantee shall not use this Grant Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Grantee which are pertinent to this Grant Agreement
- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Grant Agreement, the Grant Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Grantee at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Grant Agreements.** The Agency may award supplemental or successor Grant Agreements for work related to this Grant Agreement or may award Grant Agreements to other Grantees for work related to this Grant Agreement. The Grantee shall cooperate fully with other Grantees and the Agency in all such cases.
- G. Certificate of Good Standing.** The Grantee shall provide to the Agency a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Grantee is authorized to conduct business in the State of Wyoming, if required, before performing work under this Grant Agreement. Grantee shall ensure that all annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Grant Agreement.
- H. Compliance with Laws.** The Grantee shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Grant Agreement.
- I. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Grantee in the performance of this Grant Agreement shall be kept

confidential by the Grantee unless written permission is granted by the Agency for its release. If and when Grantee receives a request for information subject to this Grant Agreement, Grantee shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.

- J. Entirety of Grant Agreement.** This Grant Agreement, consisting of eleven (11) pages, represents the entire and integrated Grant Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- K. Ethics.** Grantee 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 Grantee's profession.
- L. Extensions.** Nothing in this Grant Agreement shall be interpreted or deemed to create an expectation that this Grant Agreement will be extended beyond the term described herein.
- M. Force Majeure.** Neither party shall be liable for failure to perform under this Grant Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- N. Indemnification.** The Grantee shall release, indemnify, and hold harmless the State, the Agency, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Grantee's failure to perform any of Grantee's duties and obligations hereunder or in connection with the negligent performance of Grantee's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Grantee's negligence or other tortious conduct.
- O. Independent Contractor.** The Grantee shall function as an independent Contractor for the purposes of this Grant Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Grant Agreement, the Grantee shall be free from control or direction over the details of the performance of services under this Grant Agreement. The Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Grant Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Grant Agreement. Nothing in this Grant Agreement shall be interpreted as authorizing the Grantee or its agents

or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Grantee agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Grantee or the Grantee's agents or employees as a result of this Grant Agreement.

- P. Nondiscrimination.** The Grantee shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Grant Agreement.
- Q. Notices.** All notices arising out of, or from, the provisions of this Grant Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Grant Agreement.
- R. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Grantee in the performance of this Grant Agreement. Upon termination of services, for any reason, Grantee agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Agency's verified receipt of such information, Grantee agrees to physically and electronically destroy any residual Agency-owned data, regardless of format, and any other storage media or areas containing such information. Grantee agrees to provide written notice to Agency confirming the destruction of any such residual Agency-owned data.
- S. Prior Approval.** This Grant Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Grant Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- T. Insurance Requirements.**
- (i) During the term of this Grant Agreement, the Grantee shall obtain and maintain, and ensure that each sub-Grantee obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.

- (ii) All policies shall be primary over any insurance or self-insurance program carried by the Grantee or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- (iii) The Grantee shall provide Certificates of Insurance to the Agency verifying each type of coverage required herein. If the policy is a “claims made” policy instead of an “occurrence” policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.
- (iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Agency. A copy of the policy endorsement shall be provided with the Certificate of Insurance.
- (v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Agency may, at the Agency’s option, obtain and maintain, at the expense of the Grantee, such insurance in the name of the Grantee, or sub-Grantee, as the Agency may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Grantee under this Grant Agreement.
- (vi) All policies required by this Grant Agreement shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.
- (vii) The Agency reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

**U. Insurance Coverage.** The Grantee shall obtain and maintain the following insurance in accordance with the Insurance Requirements set forth above:

- (i) Commercial General Liability Insurance. Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:
  - (a) \$1,000,000.00 each occurrence;
  - (b) \$1,000,000.00 personal injury and advertising injury;
  - (c) \$2,000,000.00 general aggregate; and
  - (d) \$2,000,000.00 products and completed operations.

The CGL policy shall include coverage for Explosion, Collapse and Underground property damage. This coverage may not be excluded by endorsement.

- (ii) Workers’ Compensation and Employer’s Liability Insurance. Employees

hired in Wyoming to perform work under this Grant Agreement shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program, if statutorily required. Employees brought into Wyoming from Grantee's home state to perform work under this Grant Agreement shall be covered by workers' compensation coverage obtained through the Wyoming Department of Workforce Services' workers' compensation program or other state or private workers' compensation insurance approved by the Wyoming Department of Workforce Services, if statutorily required.

The Grantee shall provide the Agency with a Certificate of Good Standing or other proof of workers' compensation coverage for all of its employees who are to perform work under this Grant Agreement, if such coverage is required by law. If workers' compensation coverage is obtained by Grantee through the Wyoming Department of Workforce Services' workers' compensation program, Grantee shall also obtain Employer's Liability "Stop Gap" coverage through an endorsement to the CGL policy required by this Grant Agreement, with minimum limits as follows:

- (a) Bodily Injury by Accident: \$1,000,000.00 each accident;
- (b) Bodily Injury by Disease: \$1,000,000.00 each employee; and
- (c) Bodily Injury by Disease: \$1,000,000.00 policy limit.

(iii) Unemployment Insurance. The Grantee shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. The Grantee shall supply Agency with a Certificate of Good Standing or other proof of unemployment insurance coverage.

(iv) Automobile Liability Insurance. Automobile liability insurance covering any auto (including owned, hired, and non-owned) with minimum limits of \$1,000,000.00 each accident combined single limit.

**V. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Grantee, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval from the Agency.

**W. Severability.** Should any portion of this Grant Agreement be judicially determined to be illegal or unenforceable, the remainder of the Grant Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

**X. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by

entering into this Grant Agreement and specifically retain all immunities and defenses available to them as sovereigns. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Grant Agreement 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.

- Y. Taxes.** The Grantee 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.
- Z. Termination of Grant Agreement.** This Grant Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Grant Agreement may be terminated by the Agency immediately for cause if the Grantee fails to perform in accordance with the terms of this Grant Agreement.
- AA. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Grant Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Grant Agreement shall operate only between the parties to this Grant Agreement and shall inure solely to the benefit of the parties to this Grant Agreement. The provisions of this Grant Agreement are intended only to assist the parties in determining and performing their obligations under this Grant Agreement.
- BB. Time is of the Essence.** Time is of the essence in all provisions of this Grant Agreement.
- CC. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Grant Agreement.
- DD. Waiver.** The waiver of any breach of any term or condition in this Grant Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- EE. Counterparts.** This Grant Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Grant Agreement. Delivery by the Grantee of an originally signed counterpart of this Grant Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

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

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

**AGENCY:**

Wyoming Department of Education

\_\_\_\_\_  
Dicky Shanor, Chief of Staff

\_\_\_\_\_  
Date

\_\_\_\_\_  
Shelley Hamel, Chief of Academics

\_\_\_\_\_  
Date

**GRANTEE:**

Children's Developmental Services of Campbell County Foundation

\_\_\_\_\_  
Bob Tranas, Executive Director

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Alysia Goldman, Assistant Attorney General

\_\_\_\_\_  
Date