

AMENDMENT ONE TO THE GRANT AGREEMENT AMONG  
WYOMING DEPARTMENT OF HEALTH, AGING DIVISION,  
AND  
CITY OF CHEYENNE TRANSIT PROGRAM

245632

1. **Parties.** This Amendment is made and entered into by and among the Wyoming Department of Health, Aging Division (Agency), whose address is: 2300 Capitol Avenue, 4<sup>th</sup> Floor, Hathaway Building, Cheyenne, Wyoming 82002; and City of Cheyenne Transit Program (Subrecipient), whose address is: 322 West Lincolnway, Cheyenne, Wyoming, 82001.
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Grant Agreement (Agreement) among the Agency and the Subrecipient. The purpose of this Amendment is to: a) increase the total Agreement dollar amount by ten thousand, one hundred ninety-two dollars (\$10,192.00) to seventy-two thousand, eight hundred twelve dollars (\$72,812.00).

The original Agreement, dated November 14, 2024, required the Grantee to utilize grant funding to meet the demands of Wyoming's growing elderly population and enhance services to Wyoming's senior citizens for a total Agreement amount of sixty-two thousand six hundred twenty dollars (\$62,620.00) with an expiration date of September 30, 2025.

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of the Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Agreement, or pursuant to federal or state statute, rule, or regulation.
4. **Amendments.**

A. Section 4. A. (i) of the original Agreement is hereby amended to read as follows:

“The total payment under this Agreement shall not exceed seventy-two thousand, eight hundred twelve dollars (\$72,812.00)”

B. Section 4.A. of the original Agreement is hereby amended to add subsection iii, which shall read as follows:

“(iii) The payment of American Rescue Plan funds is subject to the following conditions:

- a. The maximum amount of federal funds provided under CFDA#93.044, SSC6, American Rescue Plan shall not exceed ten thousand one hundred ninety-two dollars (\$10,192.00).
- b. The required minimum local match for SSC6 shall be no less than five hundred thirty-seven dollars (\$537.00).

C. Section 7 of the original agreement is amended to read as follows:

**“7. Special Provisions.**

- A. **Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient’s failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance.
- B. **Environmental Policy Acts.** Subrecipient agrees all activities under this 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 Agreement may be terminated without penalty if a private entity that receives funds under this 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.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this 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 Agreement, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its sub-subrecipient 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 Agreement that are performed by Subrecipient or its sub-subrecipient contractors. 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 Agreement; and to observe personnel in every phase of performance of Agreement related work.
- G. Nondiscrimination.** The Subrecipient 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 Agreement. Federal law requires the Subrecipient to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each sub-subrecipient.
- H. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- I. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Subrecipient and related to the services and work to be performed under this Agreement, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- (i)** All publications or promotional materials produced for public distribution with federal funds through this Agreement shall use, at minimum, the following disclaimer:  
"This document was developed under Grant(s) from the U.S. Department of Health and Human Services, Administration on Community Living and the Wyoming Department of Health, Aging Division, Community Living Section. However, these contents do not necessarily represent the policy of the U.S. Department of Health and Human Services, Administration on Community Living, and the Wyoming Department of Health, Community Living Section, and you should not assume endorsement by the Federal or State

government.”

- J. Suspension and Debarment.** By signing this Agreement, Subrecipient 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 Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient 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 Agreement.
- K. Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR 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.** 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 Agreement; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Agreement. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- M. Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount in excess of the amount set forth in 2 CFR Part 200, Subpart F in federal awards 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 CFR Part 200, Subpart F. If findings are made which cover any part of this Agreement, 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 Agreement.

- 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 Agreement must be used to increase the scope of the program or returned to Agency.
- P. Applicability of Appendix II to 2 CFR Part 200.** This Agreement has been funded, in whole or in part, with an Award of Federal funds and is bound by the federal contract provisions required by the Uniform Guidance Appendix II of 2 CFR Part 200 (the Federal Contract Provisions), incorporated herein by this reference. In the event of a conflict between the Special Provisions section of this Agreement, or any attachments or exhibits incorporated herein, and the Federal Contract Provisions, the Federal Contract Provisions shall control. Failure to comply with the Federal Contract Provisions shall constitute an event of default under this Agreement. If such a default remains uncured five (5) calendar days following the termination of a thirty (30) day prior written notice period, the Agency may terminate this Agreement. This remedy will be in addition to any other remedy available to the State of Wyoming and the Agency under this Agreement, at law, or in equity.”

**5. Amended Responsibilities of the Subrecipient.**

Responsibilities of the Subrecipient have not changed

**6. Amended Responsibilities of the Agency.**

Responsibilities of the Agency have not changed.

**7. General Provisions.**

- A. Entirety of Agreement.** The original Agreement, consisting of twelve (12) pages; Attachment A, Statement of Work, consisting of three (3) pages; this Amendment One, consisting of seven (7) pages; Attachment A-1 Statement of Work, consisting of three (3) pages; and the Federal Contract Provisions, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.

**B. Counterparts.** This Amendment 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 Amendment. Delivery by the Grantee of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

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

This Amendment is not binding on any party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

**AGENCY:**

Wyoming Department of Health

\_\_\_\_\_  
Stefan Johansson, Director

\_\_\_\_\_  
Date

Community Living Section, Aging Division

\_\_\_\_\_  
Jeff Clark, Manager, Community Living Section  
Aging Division

\_\_\_\_\_  
Date

**SUBRECIPIENT:**

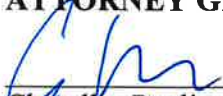
City of Cheyenne Transit Program

\_\_\_\_\_  
Mayor, City of Cheyenne

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deputy City Clerk

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

 # 245632  
\_\_\_\_\_  
Chandler Pauling, Assistant Attorney General

01.03.25  
\_\_\_\_\_  
Date

# Statement of Work

## General Description

This document is a Statement of Work (SOW) to identify and describe the timetable for payments, milestones and reports for the following Title III programs of the Older Americans Act of 1965, as amended in 2020, and specified general funds grant and Agreement for the Federal Fiscal Year 2025:

### **Title III-B Support Services**

The program is to provide services to support and enable state and community agencies serving older individuals, sixty (60) years old or older, to remain physically, mentally, and socially active through services as detailed in the Grant Application.

The service area is Laramie County, Template state.

## Timeline and Deliverables

The service deliverables include all services detailed in Grant Application that Subrecipient will provide to its clients.

Each month, Subrecipient shall submit the following to the Community Living Section (CLS), or the relevant CLS Program Manager, by the fifteenth (15<sup>th</sup>) day of the month:

- I. All client service data for services rendered in the prior month. Subrecipients shall submit the client service data into the WellSky Aging & Disability System (A&D). Subrecipient shall review and comply with the WellSky Rules of Behavior, which are incorporated into the Agreement by this reference, and shall cause all staff end-users to review and comply with the WellSky Rules of Behavior.
- II. The monthly invoice for services rendered in the prior month and with the relevant report, if applicable, attached thereto;
- III. Supporting profit and loss statement.

Subrecipients are responsible to:

- a. Acknowledge Wellsky Rules of Behavior at least monthly.
- b. Notify the A&D Administrator and/or designee of personnel changes.
- c. Oversee data within their purview.
- d. Take precautions against unauthorized intrusion.
- e. Report misuse, breaches, and suspected incidents.
- f. Prevent unauthorized use of and access to System resources.
- g. Maintain control of their identity.
- h. Protect confidential information in their care.
- i. Prevent unauthorized use of and access to System resources.

After the grant has been approved by the Agency Program Manager, any revision to budget /expenditures (Personnel, Travel, Equipment, Consumable Supplies or Other) that exceeds ten percent (10%) of the entire grant amount (i.e. Entire Grant Amount – \$30,000 x 10% = \$3,000), must be submitted in writing to the Agency Program Manager. Revision requests must be made by August 15, 2023. Once approved, the



Subrecipient shall submit the categories budget sheets to the Agency Program Manager. The approved changes shall become part of the approved grant.

<b>Timetable of Payments and Reporting Requirements</b>				
<b>Task</b>	<b>Description – Grant Payment and Reporting Schedule</b>	<b>Service Dates</b>	<b>Due Date</b>	<b>Payment to Subrecipient</b>
1	Grant payment made per Agreement.	October 1 - 31, 2024	November 15, 2024	Variable
2	Grant payment made per Agreement.	November 1 - 30, 2024	December 15, 2024	Variable
3	Grant payment made and quarterly reports per Agreement.	December 1 - 31, 2024	January 15, 2024	Variable
4	Grant payment made per Agreement.	January 1 - 31, 2025	February 15, 2025	Variable
5	Grant payment made per Agreement.	February 1 - 28, 2025	March 15, 2025	Variable
6	Grant payment made and quarterly reports per Agreement.	March 1 - 31, 2025	April 15, 2025	Variable
7	Grant payment made per Agreement.	April 1 - 30, 2025	May 15, 2025	Variable
8	Grant payment made per Agreement.	May 1 - 31, 2025	June 15, 2025	Variable
9	Grant payment made and quarterly reports per Agreement.	June 1 - 30, 2025	July 15, 2025	Variable
10	Grant payment made per Agreement.	July 1 – 31, 2025	August 15, 2025	Variable
11	Grant payment made per Agreement.	August 1 – 31, 2025	September 15, 2025	Variable
12	Grant payment made and quarterly reports per Agreement.	September 1 – 30, 2025	October 15, 2025	Variable
13	Subrecipient submits final grant close out financials, applicable year-end program reports, and client information for the grant year. All final payments or paybacks to be completed by this date.		November 15, 2025	Variable

<b>Program</b>	<b>Federal Funding</b>	<b>State Funding</b>	<b>Local Matching Funds</b>
<b>TITLE III B SUPPORT SERVICES</b>	<b>\$58,375.00</b>	<b>\$4,245.00</b>	<b>\$6,056.00</b>
<b>ARPA 1 – TITLE III B SUPPORT SERVICES (SSC6)</b>	<b>\$10,192.00</b>		<b>\$537.00</b>
<b>TOTAL FEDERAL FUNDS</b>	<b>\$68,567.00</b>		
<b>TOTAL STATE FUNDS</b>		<b>\$4,245.00</b>	
<b>TOTAL GRANT AGREEMENT, STATE AND FEDERAL, AMOUNT NOT TO EXCEED</b>	<b>\$72,812.00</b>		

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