

**INCUMBENT WORKER TRAINING
COST REIMBURSEMENT CONTRACT (VENDOR) NO. 2016-2017-IWT-2337**

Parties	
CareerSource Broward (hereinafter "CSBD")	The School Board of Broward County, Florida (hereinafter "Employer")
The Administrative Entity for the CareerSource Broward Council of Elected Officials Pursuant to an Inter-local Contract entered into in accordance with Florida Statutes §163.01.	Tax ID #: 59-6000530
	Business Type: The Employer is a body corporate and political subdivision of the State of Florida.
Notice Information	
Must be certified mail return receipt requested	
CareerSource Broward 6301 Northwest 5 th Way, Suite 3000 Fort Lauderdale, Florida 33309 (954) 202-3830	The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301 (954) 236-1326
Term of the Contract	
From: Enter Last Date Signed by the Parties	To: June 30, 2017
Signature Block	
CSBD	Employer
<p align="center"><u>Mason C. Jackson</u> Mason C. Jackson, President/CEO</p> <p>DATE: <u>7/1/16</u></p> <p><u>Alexa Francis</u> Witness (ALEXA FRANCIS)</p> <p><u>Smal</u> Witness (Smal)</p>	<p align="center">(Must be an Owner or Officer) THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA</p> <p>By _____ Dr. Rosalind Osgood, Chair</p> <p>_____ Robert W. Runcie, Superintendent of Schools</p> <p>Approved as to Form and Legal Content:</p> <p>_____ Office of the General Counsel</p>
Purpose	
The purpose of this Contract is to provide training to employees who have worked for the Employer for a minimum of six (6) months prior to the training start date in order to increase the competitiveness of the Employer and the employee trainees as described on the attached training plan.	

General Requirements Provisions
Sections headings are for the purpose of reference only

Prohibition Against Assignment	Employer may not assign this contract or subcontract their responsibilities without CSBD's written approval.
Independent Contractor	Employer is an independent contractor. This Contract does not create an agency or employment relationship between Employer and CSBD.
Nepotism	Employee trainees may not be a member of Employer's immediate family or Employer's management or supervisory employee's family.
Prohibition Against Improper Payments	Employer warrants that they have not employed any person to solicit or secure this Contract for a commission, percentage, brokerage, or contingent fee.
Modification	This Contract may be modified if both parties sign a written amendment.
Contract Construction	This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida.
Venue	Venue for litigation regarding this Contract shall be in Broward County, Florida.
Exhibits	The following Exhibits are incorporated into and considered a part of this Contract. Any conflict between these documents and the Contract will be construed in favor of this Contract.
	Budget - attached and incorporated as Exhibit A
	Employer's Share Worksheet - attached and incorporated as Exhibit B
	Employer Wage Match Matrix - attached and incorporated as Exhibit C
	State Assurances and Certifications - attached and incorporated as Exhibits D - I
Contract and Exhibits Constitute the Entire Agreement	This Contract represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, and Contracts.
Termination	Either party may terminate this Contract, for convenience, upon thirty (30) days written notice to the other.
	CSBD may terminate this Contract if the state or federal government terminates or reduces the grants which make this contract possible.
	CSBD may terminate this Contract if Employer has breached this contract by violating the terms and conditions of this Contract.
	In the case of early termination of the contract other than for cause, costs will only be reimbursed up to the date of cancellation.
Access to Records and Record Retention	Employer agrees to provide access to the records related to the program to CSBD or its funders through the record retention period.
	Employer agrees to keep all records related to the contract program for five (5) years.
	In the case of a claim, litigation, audit, or monitoring finding Employer agrees to keep program records until the matter is resolved even if the period extends beyond five (5) years.
	Incomplete or incorrect entries in the books, and records, related to the program may be a basis for disallowance and recovery of any payment made to Employer.

General Requirements Provisions
Sections headings are for the purpose of reference only

Liability / Indemnification	Employer agrees, up to the limits of Section 768.28, Florida Statutes, to indemnify, and hold harmless, CSBD, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney's fees, court costs, and expenses, and at CSBD's option, defend or pay for an Attorney selected by CSBD, for or on account of suits or damages of any kind caused by a negligent act or omission of Employer, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Contract. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.	
Insurance	Employer agrees to maintain the insurance coverage listed below:	
	Workers Compensation Coverage	In compliance with Chapter 440, Florida Statutes.
	Comprehensive General Liability Coverage	<p>With a minimum limit of one million dollars (\$1,000,000.00) per occurrence and combined single limit for bodily injury liability and property damage liability.</p> <p>Including premises and/or operations.</p> <p>Including independent contractors.</p> <p>Including products and/or completed operations for contracts.</p> <p>Including broad form contractual coverage applicable to this contract including a hold harmless and/or indemnification.</p> <p>Personal Injury Coverage with no Employee and Contractual Exclusions and minimum coverage limits equal to those required for Bodily Injury Liability and Property Damage Liability.</p>
	Adding CSBD as a Third (3 rd) Party Insured	<p>Employer agrees to have a certificate issued naming CSBD and their governing boards as additional insureds under their General Liability and Auto Insurance Policies.</p> <p>Employer shall furnish certified copies of the Certificates of Insurance or endorsements to CSBD upon contract execution.</p>
	Adding CSBD as a Third (3 rd) Party Insured	All policies must be endorsed to provide CSBD with at least thirty (30) days' notice of cancellation and/or restriction.

TRAINING

Identification of Employee Trainees	Employer shall identify the employees to be trained under this Contract.		
	Employer shall provide the following information with respect to each employee/trainee prior to training:		
	Employee Name.		
	Social Security Number (per F.S. 1012.56, required for employment certification).		
	Date of Birth.		
	Evidence of citizenship, legal residency, or I-9.		
	Employee contact information and cell number.		
	Start Date of Employment		
	CSBD will determine selective service registration for male employees. Employees who did not register timely for selective service may not be provided training under this Contract.		
	Employer shall provide or assure employee/trainees provide CSBD with the information listed below as it applies to each employee/trainee. CSBD agrees to keep the information confidential:		
Gender	Race	Ethnicity	Disability
Education Level	Veteran Status	Public Assistance	
Number of Employee Trainees	The number of employee/trainees shall be:		50
Employee/Trainee Wage	Current Wage by Job Title:	Wage After Training By Job Title:	
	\$27.00 per hour	\$27.00 per hour	
Required Training Documents	Employer must maintain the following training documents:		
	Employee identification information.		
	Written time and attendance records to document the days and hours each employee-trainee spends in training.		
	Sign-in sheets for each course and each day during which training is provided. Sign in sheets must contain original signatures of the employee/trainees.		
	Certificates or Credentials.		
Training Courses	Occupation/Job Title: Teacher		
	1.	EDF 3210 Human Development and Learning.	
	2.	RED 4335 Foundations of Research-based Practices in Teaching and Reading.	
	3.	EDGB 4343 Educational Assessment & Effective instructional Strategies (Combo Course).	
	4.	EDGB 4419 Classroom Management including Safe Learning Environments.	
	Number of Hours for Each Course		
Training Provider	<input type="checkbox"/>	Internal Staff Name and Title:	
	<input checked="" type="checkbox"/>	Educational Institution Name: Florida Atlantic University	
	<input type="checkbox"/>	Certified Instructor(s) Name and Certifying Entity	
The Curriculum	Curriculum to be provided by:	Employer <input type="checkbox"/>	Other <input checked="" type="checkbox"/> Specify: Florida Atlantic University
Employee will receive a Certificate or Credential	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Completion of Training	Employee will be considered to have completed training when they:		
	A.	Completed the training course(s) days/hours, and	
	B.	Received the training certificate or industry certification if applicable.	
CSBD Grievance Procedures	Employer agrees to adhere to CSBD's grievance procedures if a complaint arises in connection with the training.		

Contract Compensation

I	Compensation	1.	CSBD will reimburse Employer up to \$141,266.84 in accordance with the attached budget and Exhibit C based upon the courses completed by each participant. Exhibit C will be completed and provided to CSBD prior to the start of training.		
		2.	Employer is responsible for their share of the training costs as indicated in Section IV below.		
		A.	Employer's share will be comprised of one or more of the cost elements indicated in Section V below.		
		B.	If any of the elements comprising "Employer's Share" are reduced CSBD shall adjust the compensation due the Employer to assure the "Employer Share" meets the federal requirement per Workforce Innovation and Opportunity Act (WIOA) §134(d)(4).		
		3.	Invoices must be submitted on the CSBD Invoice Form.		
		4.	Invoices must be submitted monthly within ten (10) working days following the end of each month.		
II	Documents to be Submitted with Employer's Invoice	5. Invoices must be accompanied by the documents identified in Section II below.			
		Documentation that supports the training costs and "Employer's Share".			
		<input type="checkbox"/>	Wages	Cancelled checks, or copy of electronic payments.	
		<input type="checkbox"/>	Third (3 rd) Party Service Provider(s)	A copy of the invoice(s), and a copy of the front and back of the cancelled check or electronic payment to the Third (3 rd) party. Evidence of credit hours paid per participant.	
		<input type="checkbox"/>	Purchases	A copy of the invoice and a copy of the front and back of the cancelled check or electronic payment.	
		<input checked="" type="checkbox"/>	Training Completion	Copy of the Certificate or Credential.	
		<input checked="" type="checkbox"/>	"Employer Share"	Written time and attendance records documenting the days/ hours each employee/trainee spent in training.	
<input checked="" type="checkbox"/>	Evidence of training participation	Individuals Employees course registration Attendance sheet			
III	Employer Size	Employer's workforce consists of:			
		<input type="checkbox"/>	1 – 50 employees (including those employed through a staffing company, professional employer organizations (PEOs) or employee leasing company.		
		<input type="checkbox"/>	51 - 100 employees (including those employed through a staffing company, professional employer organizations (PEOs) or employee leasing company.		
		<input checked="" type="checkbox"/>	101 or more employees (including those employed through a staffing company, professional employer organizations (PEOs) or employee leasing company.		
IV	Employer's Share of Training Costs	<input type="checkbox"/>	Ten percent	1 – 50 employees	
		<input type="checkbox"/>	Twenty-five percent (25%)	51 – 100 employees	
		<input checked="" type="checkbox"/>	Fifty percent (50%)	100 or more employees	
V	Employer Portion of Training	<input type="checkbox"/>	Employee/Trainee wages while attending training.		
		<input type="checkbox"/>	Proportionate cost of the space used for the training.		
		<input type="checkbox"/>	Proportionate cost of the utilities associated with the training space.		
	Worksheet is attached as Exhibit C	<input type="checkbox"/>	Wages of Supervisors assigned to employees during training.		
		<input checked="" type="checkbox"/>	Wages of the program mentors.		

Federal and State Contract Compliance Requirements

Violations of this section may result in termination of this Contract and Employer being required to repay funds received under this Contract.	
Equal Employment Opportunity	<p>Employer agrees not to discriminate in their hiring or employment practices and to comply with:</p> <p>The Civil Rights Act of 1964, as amended. Employer agrees not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Employer will take affirmative action to ensure that applicants are employed, and that employees are treated without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. This includes, but is not limited to: Employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. All advertisements for employees will include a statement that all qualified applicants be considered without regard to race, color, religion, sex, or national origin.</p> <p>Employer shall notify any labor union with which he has a collective bargaining agreement of their commitments under section 202 of Executive Order 11246 of September 24, 1965.</p> <p>If provided by CSBD, Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.</p> <p>Employer agrees to comply with Executive Order 11246 of September 24, 1965, and applicable regulations and rules.</p> <p>The Age Discrimination Act of 1975, as amended.</p> <p>The American with Disabilities Act of 1990, as amended in 2008 and in accordance with the regulations and guidance issued by the Department of Justice, the Equal Opportunity Commission and the US Department of Labor.</p> <p>Section 504 of the Rehabilitation Act of 1973, as amended.</p> <p>The Pregnancy Discrimination Act of 1978, which amended Title VII of the Civil Rights Act of 1964, and Title IX of the Education Amendments of 1972.</p>
Davis-Bacon Act, as amended (40 U.S.C. 3144)	Employer shall comply with the Davis Bacon Act and its regulations at 29 CFR Part 5, as applicable. CSBD and Employer agree that this Contract does not involve any construction, alteration, or repair of public buildings or public works.
Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)	Employer agrees to comply with the Copeland Anti-Kickback Act.
Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333 and 3701-3708)	Employer agrees to comply with Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333) regarding the computing of a standard work week as having 40 hours as applicable to contracts in excess of \$100,000.
Wage and Hour Laws	Employer must comply with local, State and Federal wage and hour laws.
Debarment and Suspension Executive Orders 12549 and 12689	Employer certifies that they are not on the federal debarment or suspension list.
Clean Air Act (42 U.S.C. § 7401 et seq.) and The Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), as amended	Employer agrees to comply with the Clean Air Act and the Federal Water Pollution Control Act as applicable to contracts in excess of \$150,000.

Federal and State Contract Compliance Requirements

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)	Employer agrees to file the appropriate certification as required by the Byrd Anti-Lobbying Amendment in applying or bidding for an award of \$100,000 or more, indicating that they will not and have not used Federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, or a member or employee of Congress, in connection with obtaining any Federal contract, grant or any other award and will disclose any lobbying efforts using federal funds.
Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962)	Employer agrees to comply with the Solid Waste Disposal Act as amended procuring solid waste management services in a manner that maximizes energy and resource recovery, and procuring recovered materials identified by the EPA pursuant to U.S.C. Section 6002 and 40 CFR Part 247 where the purchase exceeds \$10,000.
Rights to Inventions Made Under a Contractor Agreement	Employer agrees to comply with the Rights to Inventions in accordance with 37 CFR § 401 applicable to Nonprofit Organizations and Small Business Firms and any implementing regulations issued by the federal awarding agency.
Energy Policy and Conservation Act (42 U.S.C. 6201)	Employer agrees to comply with mandatory standards and policies relating to energy efficiency as detailed in the Energy Policy and Conservation Act.
Prohibition Against Sectarian Activities	Employer agrees not to engage employee/trainees in sectarian activities or in the construction of sectarian facilities.
Collective Bargaining	Employer agrees adhere to collective bargaining agreements applicable to employees/trainees hired under this Contract.
Union Activities	Employer will not encourage or discourage union activities.
Displacement	Employer agrees that this program will not result in the displacement of currently employed workers or impair existing contracts for services.
Maintenance of Effort	A. Employer agrees funds provided under this Contract will not be used to train an employee/trainee to fill a job opening created by a hiring freeze, lay off or termination of a regular employee to create a vacancy for trainee or to infringe upon the promotional opportunities of a currently employed worker.
	B. Employer certifies that training funded under this Contract shall not replace training which would otherwise be provided by Employer.
Public Entity Crimes Certification	Employer represents that the execution of this Contract will not violate the Public Entity Crimes Act, (Sec. 287.133, 287.017 Florida Statutes) nor has Employer committed an act defined by Section 287.133, Florida Statutes, or been placed on the convicted vendor list.
Relocation	Employer shall not use any of the funds under this Contract to encourage or induce the relocation of an establishment. If Employer has relocated from a different area in the country and terminated employees in that location, employer certifies that the date of execution of this Contract is at least 120 days after beginning business operations in the new location. Violations may result in double damages.

Incumbent Worker Training (IWT) Program Grant Application

SECTION 1. Company Information

Company Name: Broward County Public Schools/Office of Talent Development/TLC@FAU		
Street Address: 600 Southeast Third Avenue		
City: Fort Lauderdale	Zip: 33301	County: Broward
Company Contact Person: Deborah Porter		Title: Coordinator
Phone: 954-236-1326	Ext.	Cell: 954-465-3323
Total Number of Employees: 31,797	Fax:	
Website Address: http://www.broward.k12.fl.us/talentdevelopment/	Email Address: Deborah.porter@browardschools.com	
Employer's Federal ID #: 59-6000530	Broward County Occupational Lic. # NA	
Are your employees covered by a collective bargaining agreement? X Yes No		
Is your company on the Broward Workforce Development Board? Yes No		
Does your company have ongoing training programs? X Yes No		
Is your company committed to retaining employees trained under this grant for at least six months after the completion of training barring any mitigating circumstances? X Yes No		
Is your company receiving/applying for other federal or state grant funds? X Yes No		
Amount of Grant Assistance Request – \$141,266.84 for training costs and materials (from IWT Grant Amount in Exhibit A):	Number of Full Time Employees to be Trained: 50	
Projected training start date: August 2016 (upon Contract Approval)	Projected end date: June 30, 2017	
Expected length of the training (months, weeks) 9 months		
<input type="checkbox"/> Corporation	<input type="checkbox"/> Sole Proprietor	<input checked="" type="checkbox"/> Partnership
		<input type="checkbox"/> Other

SECTION 2. Training Provider Information

The training provider(s) will be:	<input checked="" type="checkbox"/> Public training institution
	<input type="checkbox"/> Private training institution
	<input type="checkbox"/> Private instructor
	<input type="checkbox"/> Private Consultant
	<input type="checkbox"/> Company employee
Where will training be delivered? Florida Atlantic University Davie Campus	
Name of Training Provider(s): Florida Atlantic University Davie Campus/Broward County Public Schools	
Name of Training Provider Contact: Deborah Porter	Phone: 954-236-1326
Address: 3200 College Avenue ES 279	
City: Davie	State: FL ZIP: 33314



SECTION 3. Training Project Information –

Description of the proposed training project: -

Please provide a narrative description of the training to be provided. (Not to exceed two paragraphs). ***Also attach outlines of the proposed curriculum.***

The Broward Educator Certification (BEC) program is designed to provide professional learning activities, college coursework delivered by Florida Atlantic University (FAU) and individualized support that yield educational content and subject area knowledge leading to a Florida Department of Education five-year Professional Educator's Certificate. BEC targets teachers in all subject areas for both elementary and secondary levels who hold a temporary certificate and are in their second or third year of teaching. These teachers' temporary certificate will expire in June 2017.

The successful completion of all components of BEC will result in the employee increasing his/her level of skill needed to apply for and be eligible to obtain the Professional Educator's Certificate and the benefits and opportunities for promotion that are available once being fully certified in the State of Florida and employed in Broward County. This fast-track nine-month program prepares teachers through a rigorous program of study and practice necessary to retain employment. The professional learning and coursework includes: (1) Classroom Management, (2) Human Development and Learning, (3) Educational Assessment and Effective Instructional Strategies, and (4) Foundations of Research-based Practices in Teaching Reading. Additionally, Florida Teacher Certification Examination (FTCE) test preparation will be provided. The General Knowledge Test is a test of basic skills and the preparation sessions will cover all four subtests: (1) Essay, (2) English Language Skills, (3) Reading, and (4) Mathematics. Teachers accepted into BEC will be part of a cohort for their FAU college coursework and other professional learning provided by BCPS. Individualized support will be further enhanced through BCPS' Teacher Induction for Effectiveness and Retention (T.I.E.R) school-based Instructional Coaches, the New Teacher Academy and an FAU/TLC mentor responsible for coordination and content of the BEC.



SECTION 4. Certification by Authorized Company Representative

NOTE: The individual signing the application below must be an officer of the applying company and have authority to enter into contracts on behalf of the company.

As an authorized representative of the company listed above, I hereby certify that the information listed above and attached to this application is true and accurate. I am aware that any false information or intended omissions may subject me to civil or criminal penalties for filing of false public records and/or forfeiture of any training award approved through this program.

Signature:	Title: Superintendent of Schools
Print Name: <i>Robert W. Runcie</i>	Date:

Application Instructions

Print and complete the IWT Program Application. Any information or documentation that cannot be supplied in the provided space should be in an attachment, identified as such and attached to the application packet.

Submit completed application to:
customized@careersourcebroward.com

It is recommended that you submit your application as soon as possible due to limited funding. Questions should be communicated to CareerSource Broward (CSBD) in writing and sent via e-mail to customized@careersourcebroward.com



IWT Program Budget -

Training funds cannot be used to reimburse training costs incurred before grant approved. Please take into account when developing a budget. Employer provides a matching contribution to the training. The minimum amount of employer share depends on the size of the employer. 50 or fewer employees - 10% of the training cost, 51 to 100 employees 25% of the training cost, and more than 100 employees - 50% of the training costs.

1. Training Costs			
A. BUDGET CATEGORY	B. IWT ASSISTANCE REQUESTED	C. EMPLOYER CONTRIBUTION	D. TOTAL (B + C)
Tuition	\$120,774		\$120,774
Instructors fees - FAU General Knowledge (GK) Test Prep	\$5,400		\$5,400
Other (explain) - BCPS Program Mentors		\$151,250	\$151,250
	\$126,174	\$151,250	\$277,424

IWT Assistance (breakdown of column B above)	Per Unit Cost	The Number of Participants to be trained multiplied by the Per Unit Cost	
FAU Courses: (1) EDG-4418 Classroom Management, (2) EDF-3210 Human Development, (3) EDG-4343 Educational Assessment & Instructional Practices; (4) PED-4335 Foundations of Research-based Practices in	\$693.87 x 4 = \$2,415.48 + \$1,350 X 2 semester = \$2,700.00 GK Test Prep	50 participants x \$2,415.48 = GK Instructors cost for Fall and Spring Semesters	\$126,174
			\$126,174

Employer Contribution (breakdown of column C above)		
BCPS Program Mentors: 50 participants x 65 hrs x \$95.00 avg cost		\$151,250
		\$151,250

Total Training Costs	\$277,424
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2. Materials (Itemize)			
	Unit Cost	Number of participants X unit cost	
Parking	\$76.90 (Fall/Spring Semester)	\$76.90 x 50 participants	\$3,845
Online Delivery (one per semester)	\$111 per participant/course	\$111 x 50 participants	\$5,550
Other (OWL Card) Student ID	\$10 per participant		\$500
		Total Materials Cost	\$9,895

3. Purchase of Capital Equipment	
<i>(Must be employer contribution)</i>	
<i>Cannot fund with IWT Grant</i>	
Total Purchase of Capital Cost	\$0

4. Lease/Rental of Equipment	
<i>(Allowed only during training)</i>	
Total Lease/Rental of Equipment Cost	\$0

5. Trainee Wages	
<i>(If proposed as in-kind match, includes the trainee's regular rate of pay and fringe benefits (2 CFR 200.306), which is limited to time actually spent in training) Payroll documents must be submitted for match.</i>	
<i>Cannot fund with IWT Grant</i>	
Total Trainee Wages Cost	\$0

6. Other Costs	
<i>Subject to allowability under federal guidelines</i>	
Indirect Cost - BCPS/TLC (3.82%)	\$5,197.84
Total Other Cost	\$5,198

7. TOTALS	\$292,516.84
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Employer Share	52%	\$151,250.00
IWT Grant Amount	48%	\$141,266.84
		\$292,516.84



Employer Contributions - Non-Federal Share Schedule

Contract Total: \$ 292,516.84

Employer Size: 31,797 employees

Employer Share

50% \$ 146,258

25% \$ 73,129

10% \$ 29,252

Employer Share Breakdown (non-federal contributions)

Non Federal contributions/match may be provided only from a non-federal source that are used in a manner consistent with the purpose of the project. The provider must identify the source of the nonfederal portion of the total project costs and how this source will be used. Match is restricted to the same uses of funds as allowed for the federal funded portion of the project. The contributions can come in the form of cash, the in-kind value of volunteer wages, donated goods, and or services. Every item of in-kind must have a defensible method for assigning a fair market value.

Cash Match \$ -

Non-federal public or private funds

Non-federal funds that are not used as match for any other federal program

Wages Match \$ 151,250.00

When company staff volunteer their time or wages that the employee/trainee is earning while attending the training, the value of their wages (pay and benefits 2 CFR 200.306) and the expenses incurred traveling to and from a related project event may be included as match. (timesheets/personnel activity reports and mileage forms should be utilized for supporting this amount)

Space \$ -

If training events or other activities relating to the project takes place in a donated office or large meeting space, the market value of renting that space may also be counted.

Supplies \$ -

The market value of donated supplies

Textbooks \$ -

The market value of donated books

Indirect Costs \$ -

Provide documentation of cost allocation plan or negotiated federal indirect cost rate. Only cost sharing or cost sharing specifically committed in the project budget must be included for computing the indirect cost rate or reflected in any allocation of indirect costs.

Other (explain) \$ -

TOTAL MATCH \$ 151,250.00

EXHIBIT D ASSURANCES AND CERTIFICATIONS

The grantor will not award a grant where the Grantee has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this agreement, the Grantee hereby certifies and assures that it will fully comply with the following:

- A. Assurances – Non-Construction Programs (SF 424 B)
- B. Debarment and Suspension Certification (29 CFR Part 98)
- C. Certification Regarding Lobbying (29 CFR Part 93)
- D. Drug free Workplace Certification (29 CFR Part 98)
- E. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37)

By signing the agreement, the Grantee is providing the above assurances and certifications as detailed below:

- A. **ASSURANCES – NON-CONSTRUCTION PROGRAMS.** NOTE: Certain of these Assurances may not be applicable to your project or program. If you have questions, please contact the Grantor agency.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
2. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. '794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.
3. Will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction subagreements.

5. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
6. Will cause to be performed the **required** financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
7. Will comply with all applicable requirements of all other Federal laws, executive order, regulations and policies governing this program.

B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The prospective Grantee certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by and Federal department or agency;

Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

Where the prospective Grantee is unable to certify to any of the statements in this certification, such prospective Grantee shall attach and explanation to this proposal [or plan].

C. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned (i.e. Grantee) certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F. I, the undersigned Grantee, attests and certifies that the Grantee will provide a drug-free workplace by the following actions.

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - a. The dangers of drug abuse in the workplace.
 - b. The policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the contract, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected contract/Grant.
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b., with respect to any employee who is so convicted.
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.

- b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

Check () if there are workplaces on file that are not identified here.

Check () if an additional page was required for the listing of the workplaces.

E. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:

As a condition to the Grantee the Grantee assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

(1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I B financially assisted program or activity;

(2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;

(3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

(4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

(5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Grantee also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I – financially assisted program or activity. The Grantee understands that DEO and the United States has the right to seek judicial enforcement of the assurance.

EXHIBIT E

Certification Regarding Debarment, Suspension, and Other Responsibility
Matters Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 20 CFR Part 98, Section 98.510 Participants' responsibilities.

NOTE: PLEASE READ INSTRUCTIONS BEFORE SIGNING CERTIFICATION

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

SIN No. 5100
03/30/2001

EXHIBIT F

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart, F.I, Tom Gallagher, the undersigned, in representation of the Department of Education, the Contractor, attests and certifies that the Contractor will provide a drug-free workplace by the following actions.

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform Employees concerning:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The policy of maintaining a drug-free workplace.
 - 3. Any available drug counseling, rehabilitation and employees assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph A.
- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement.
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number (s) of each affected contract/Grant.

- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph D.2., with respect to any employee who is so convicted.
1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.
- H. Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

Check () if there are workplaces on file that are not identified here.

Check () if an additional page was required for the listing of the workplaces.

CERTIFICATION

I declare, under penalty of perjury under the laws of the United States and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.

Name and Title of Authorized Representative, Name of Contractor

Signature

Date

EXHIBIT G

Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C., section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1 st tier. Subawards ¹		
1. Type of Federal Action: _____	2. Status of Federal Action: _____	3. Report Type: _____
a. contract	a. bid/offer/application	a. initial filing
b. grant	b. initial award	b. material change
c. cooperative agreement	c. post-award	For Material Change Only
d. loan		year _____ quarter _____
e. loan guarantee		date of last report _____
f. loan insurance		

4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee, Enter Name and Subawardee Tier _____ if known:	5. If Reporting Entity in No. 4 is Address of Prime:
Congressional District, if known:	Congressional District, if known:

6. Federal Department/ Agency:	7. Federal Program Name/Description:
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CFDA Number, if applicable:

8. Federal Action Number, if known:	9. Award Amount, if known:
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10. a. Name and Address of Lobbying Entity (including address if (If individual, last name, first name, MI)	b. Individuals Performing Services different from No. 10a.) (last name, first name, MI)
(Attach Continuation Sheet(s) SF-LLL-A, if necessary) necessary)	(Attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment (check all that apply): _____ actual _____ planned _____	13. Types of Payment (check all that apply):
12. Form of Payment (check all that apply): a. cash b. In-kind, specify: nature _____ value _____	a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other, specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in item 11.
2 (Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: _____ YES _____ NO

4. Include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checker "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Information requested through this form is authorized by title 31 U.S.C. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.³

Signature _____
 Print Name _____
 Title _____
 Telephone Number _____ Date _____

³ Approved by OMB 0348-0046

EXHIBIT H
CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE
AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an Officer or Employee of the Agency, a Member of Congress, an Officer or Employee of Congress, or an Employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the Congress, an Officer or Employee of Congress, or an Employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Grantee/Contractor/Organization	Program/Title
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Name of Certifying Official Print Name and Sign	Date
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*Note: In these instances, "all", in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB). Lobbying Certification (29 CFR Part 93)

EXHIBIT I

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act. The applicant/grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

Signature and Date: _____

Printed Name: _____

Title: _____

Organization Name: _____