WISCONSIN FAST FORWARD WORKER TRAINING GRANT CONTRACT

This contract is entered into pursuant to sec. 106.27 of the Wisconsin Statutes and chapter DWD 801 of the Wisconsin Administrative Code between the Wisconsin Department of Workforce Development ("Department") and [Applicant Name] ("Grantee").

The Department shall be represented for purposes of this Grant contract by the Grant Administrator who will be the Division Administrator of the Division of Employment and Training, Wisconsin Department of Workforce Development or his/her designee. All correspondence concerning this contract can be directed to:

Wisconsin Department of Workforce Development

Office of Skills Development

Grant Administrator

Grant Correspondence ID # [Correspondence ID]

PO Box 7946

201 East Washington Avenue

Madison, WI 53707-7946

(608) 267-3803

WFFGrants@dwd.wisconsin.gov

I. PROJECT SPECIFIC CONDITIONS:

Project Purpose: As detailed in Approved Grant Application and Intent to Award Documents

Grantee: [Applicant Name] Grant Correspondence ID: [Correspondence ID]

CORe ID Code: [CORe Code] Grant Amount: Up to \$ [Grant Amount]

Project Title: [Project Title] State Catalog ID Number: 445.109

Use: As detailed in the Grant Application and Intent to Award documents

Deliverables: In return for Wisconsin Fast Forward funds, the Grantee agrees to train a minimum

of [# of Trainees] trainees according to the plan detailed in the Approved Grant

Application and Intent to Award documents

Grant Period: [Letter of Intent Date] to [End of Quarter of Requested end date]

Reports Reports will be provided to the Grant Administrator as detailed below:

Quarterly Progress Report Updates:

[Quarterly Report Dates - Every 15th of month after quarter for Grant period]

Final Report (Due no later than):

[End of Quarter after End Date]

Special Conditions:

[Special Conditions]

II. APPROVED AWARD BUDGET SUMMARY:

| BUDGET ITEM | WFF FUNDS AWARDED |
|---|-------------------|
| Program/Curriculum Development: | |
| Instruction: | |
| Instructional Materials: | |
| Facility (off-site): | |
| Facility (on-site): | |
| Supplies and Operating Expenses: | |
| Consultant/Contractual: | |
| Travel: | |
| Meals and Lodging: | |
| Wages/Stipends of Trainee: | |
| Other: | |
| Administration Cost: (not to exceed 5% of the total project budget) | |
| Award Total: | |

Match TOTAL: \$[Insert sum of Cash & In-Kind Match from ITA]

(Match total must meet or exceed the match requirements defined in the associated Grant Program Announcement as well as be sufficient to complete the expected training program. A guideline for match will be as outlined in the Approved Grant Application and Intent to Award Documents. Match will be approved according to DWD 801 and OSD Budget Guidelines. Cash and In-Kind match for instructional materials may not exceed 20% of the total match.)

III. AWARD GENERAL CONDITIONS:

A. Reporting

The Grantee shall comply with the reporting requirements of the Department in a timely manner. Any required reports shall be forwarded to the Grant Administrator. The Grantee shall report all costs detailed in the Approved Award Budget Summary, as requested by the Department, for state reporting purposes. Reports shall include, at a minimum, the following:

- 1. Expenditure Reports (See Section IV., D.)
- 2. Individual trainee pre and post training reports

The Grantee shall submit data necessary to comply with state requirements as detailed herein and with sec. 106.27 of the Wisconsin Statutes and chapter DWD 801 of the Wisconsin Administrative Code. The Grantee is required to complete an online report for each trainee at the commencement of training and for each trainee at the termination or completion of training. These forms will provide information to the Department on the unemployed, underemployed and/or incumbent workers that will participate in the training, trainee wages, and other relevant information.

- 3. Quarterly progress report updates as detailed in Section I.
- 4. Final project financial and evaluation reports

B. Noncompliance

The Grantee shall provide written notice to the Department of all instances of noncompliance with the terms of this Grant, including noncompliance with any written assurance provided by the Grantee to the Department. Notice shall be given as soon as practical, but in no case later than thirty (30) days after the Grantee knows, or should have known, about the noncompliance. The written notice shall include information on reason(s) for and effect(s) of the noncompliance. If the Department becomes aware of noncompliance with this Grant, either through notice from the Grantee or through other means, appropriate procedures shall be instituted to protect the interest of the Department. If audits or other required information are not submitted timely, sanctions may be applied.

C. Consequence of Failure to Submit Reports

Failure to report expenditures and the trainees served as specified above may result in cause for termination of the Grant as detailed in Section VI., and may result in the loss of these funds by the Grantee. If funds have been expended by the Department to the Grantee this may result in the required repayment by the Grantee to the Department. In addition the Grantee will pay any associated applicable legal costs.

D. Monitoring

The Department's review and monitoring of this contract may occur at any time during the year. The purpose of the monitoring visits will be to determine the extent of compliance with this Grant and applicable, state statutes and administrative rules, or Department policy. Monitoring reviews may also include performance assessments based on the training program as detailed in the Approved Grant Application and Intent to Award documents.

IV. GRANT DISBURSEMENTS:

A. Fund Obligation

All funds (state and match) must be obligated within the Grant Period as defined in Section I.

B. Budget Changes

Budget changes between the line items in the Approved Award Budget Summary in Section II require prior approval from the Department. Budget changes may be allowed but will not increase the total Grant amount and will follow all Department procedure and Administrative Code rules concerning budget limits.

C. Payment Process

The Department will make reimbursement payments to the Grantee on no more than a monthly basis after all Special Conditions as identified above have been met and based upon the following provisions:

1. Expenditure Report

The Grantee must submit an Expenditure Report form, as detailed in Section IV., D., itemizing the total Grant expenditures related to those services provided in the Approved Award Budget

Summary. In addition to the form, the Grantee must submit a detailed summary identifying each individual program expense by dollar amount and purpose that totals each line code amount and include supporting documentation, such as invoices or receipts, for all expenditures, including match.

2. Payment

The Department shall reimburse the Grantee for all such allowable expenditures that are reported, up to the funding level and according to the line item detail specified in the Approved Award Budget Summary in Section II or as hereinafter amended as allowed in Section IV., B. Payments shall be used only for expenses within the budget line items and for the approved training project and must be incurred during the Grant Period as defined in Section I.

3. Reduced Payment

Payments may be reduced or recovered by the Department if the Department determines that there is cause for termination, payments have been in excess of reported allowable costs, if payments outstanding are not supported by reported expenditures, the training project has been terminated prior to meeting the deliverables identified in this contract, or match funding has not been provided as detailed in the Approved Award Budget Summary in Section II.

4. Retained Payment

Payments will be reduced by 5% on each disbursement request which will be retained until all final financial, individual trainee and project reporting is received by the Department.

D. Expenditure Reports

Claims for reimbursement must be submitted electronically to <u>WFFGrants@dwd.wisconsin.gov/core/forms.htm.</u>. The Expenditure Report form is available at https://dwd.wisconsin.gov/core/forms.htm.

1. Reimbursement requests

Reimbursement requests may be made on no more than a monthly basis. All requests for reimbursement via the Expenditure Report must be submitted online to the Department by the close of business (4:30 pm CT) on or before the 5th day of the month. The Department will issue the reimbursement using direct deposit on the first business day of the following month, subject to reduction, recovery and reimbursement as provided in this Grant. Expenditure Reports received after the close of business on the 5th day of the month will be processed in the next month's payment cycle.

If the 5th day of the month and/or the first day of the following month fall on a non-business day (per the State of Wisconsin calendar), the Expenditure Report due date and/or reimbursement date become the next business day. The payment schedule is available on the CORe website: http://dwd.wisconsin.gov/CORe/resources/Payment_Schedule.htm

2. Match Funds

The Grantee will document and report on match expenditures for the project (cash or in-kind) from the Grantee and/or project partners during the project period sufficient to meet the requirements of the associated Grant Project Announcement (GPA) as related to the total funding received from the

Department and sufficient to carry out the worker training project described in the Approved Grant Application and Intent to Award documents. All information concerning actual match used and raised is to be reported and documented on the electronic expenditure report submitted to the Department according to the directions in Section IV., C., 1. with supporting documentation maintained according to records requirements outlined in Section VI., K.

3. Payment through Automatic Clearing House

DWD requires all Grants to be paid through an Automatic Clearing House payment (direct deposit). ACH payments will be deposited into your account according to your Grant terms. To begin receiving ACH payment, complete the ACH Set-Up form available at http://dwd.wisconsin.gov/core/forms.htm. You must sign and submit to the address as detailed on the form.

4. Incomplete Expenditure Reports

The Department cannot pay Expenditure Reports that are incomplete. Expenditure Reports that do not contain all required information will be returned to the Grantee to be completed and resubmitted. Resubmitted claims will be paid with the next regular payment cycle.

5. Program expenditures and descriptions of allowable costs are further described in the Approved Grant Application and Intent to Award documents, the Approved Award Budget Summary, the Wisconsin Fast Forward Budget Instruction Sheet and/or the Grant Program Handbook.

6. Changes in Grant Personnel

Any changes in personnel involved with the Grant management including Project Director, Fiscal Agent and/or Signatory needs to be reported to the Department.

7. Final Expenditure Report

The Grantee shall submit all claims for reimbursement under this Grant to the Department within 90 days of the end of the Grant Period as defined in Section I. Expenses incurred later than the end date of the Grant Period and/or reported later than ninety (90) days after the end of the Grant period will not be recognized, allowed or reimbursed under the terms of this Grant. Funds remaining unrequested 90 days after the end of the Grant period, will be considered unused funds and will be de-obligated. The retained funds detailed in Section IV., C., 4., shall not be considered unused funds if reimbursement has been requested.

8. Return of the Excess Payments

The Grantee will return to the Department any funds paid to the Grantee in excess of the allowable costs of services provided under this Grant agreement within 30 days of notification by the Department. Allowable costs are defined in the Approved Award Budget Summary in Section II. If the Grantee fails to return funds paid in excess of the allowable costs of the services provided, the Department may recover any funds paid in excess of the conditions of this Grant from subsequent payments or may recover such funds by any legal means.

9. Payment of Retained Amount

The payment of the retained amount will be made within 90 days of receipt, review and approval of all final financial, trainee and project evaluation reports by the Department.

V. STATE RULES AND REGULATIONS:

A. General Requirements

The Grantee agrees to meet state service standards as expressed by state laws or rules and regulations applicable to the services covered by this Grant.

B. Non-Discrimination Policy

In connection with the performance of work under this Grant, the Grantee agrees not to discriminate against any employee or applicant for employment because of national origin, age, race, religion, color, disability or association with a person with a disability, sex, arrest or conviction record, sexual orientation, marital status, political affiliation, military participation or use or non- use of lawful products off the employer's premises during non- work hours. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Division of Employment and Training Civil Rights Compliance Officer setting forth the provisions of this non-discrimination policy.

C. Accounting and Management Information Systems

- 1. The Grantee shall maintain an accounting system and a financial management information system in accordance with Generally Accepted Accounting Principles or with other accounting principles generally accepted in the United States of America applicable to the type of organization.
- 2. The Grantee shall reconcile costs reported to the Department for reimbursement or as match to expenses recorded in the Grantee's accounting bookkeeping system, as determined under this Section, on an ongoing and periodic basis. The Grantee agrees that reconciliations shall be completed at least quarterly and will be documented. The Grantee shall retain the reconciliation documentation in accordance with the records retention requirement specified in this contract in Records C.

D. Subcontracting

- Applicability: Section V.,D. applies to the subcontracting of Grant responsibilities and does not refer
 to the direct purchase of goods or the purchase of instructional services even if they occur under
 contract.
- 2. All subcontracts relating to this contract awarded by the Grantee must be consistent with the Grantee's obligations under this Grant including, but not limited to, the following:
 - a. be embodied in a written agreement signed by the Grantee and subcontractor;
 - b. include a requirement that subcontractors comply with the requirements and provisions of this Grant;
 - c. specify the services to be provided and the costs of those services; and,

- d. include provisions for modifying or terminating the subcontract.
- 3. The Grantee shall establish appropriate instruction and monitoring procedures for ensuring each subcontractor's compliance with the provisions of this Grant and applicable state and federal regulations. The Grantee remains responsible for the performance of any part of this Grant that is subcontracted. These procedures shall include, but not be limited to, distribution of policy documents.

E. Copyright

Per DWD 801.09 Use of Grant funds, (4) OWNERSHIP., the instructional materials developed for a Grant funded project with Grant funds are owned by the Department. The Grantee shall have the right to make future use of the materials, subject to any conditions established by the Grant.

Data and innovations developed as a result of the Grant funded services cannot be copyrighted or patented by the Grantee. All data, documentation and innovation paid for with Grant funds become the property of the State of Wisconsin. The Grantee will release to the Department any curriculum developed with Grant funds. When Grant funding is awarded for curriculum delivery related expenses with no funds allocated to curriculum development; and data, documentation and/or innovation is subsequently produced, the Office of Skills Development reserves the right to determine the applicability of copyright or patent rules.

F. Procuring Services

The Grantee shall conduct all procurement transactions in a manner that provides maximum open and free competition.

G. Use of State Employees

The Grantee will not engage the services of any person or persons concurrently employed by the State of Wisconsin, including any department, commission or board thereof, to provide service relating to this Grant without the written consent of the employer of such person or persons and of the Department.

H. Conflict of Interest

If a state public official (s.19.42, Wis. Stats.), a member of a state public official's immediate family or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10) interest is a party to this Grant; and, if this Grant involves payment of more than \$3,000 within a twelve-month period, this Grant may be voided by the state unless appropriate disclosure is made according to s.19.45(6), Wis. Stats., before signing the Grant. Disclosure must be made to the Grant Administrator and to the State of Wisconsin Government Accountability Board, 212 E. Washington Ave., Madison, Wisconsin 53703 (telephone 608/266-8005).

I. Grantee Audit Procedures

1. State Single Audit Requirements:

a. Applicability: Grantees of Wisconsin Fast Forward funds who also receive over \$500,000 in federal funds are required to follow the State Single Audit Guidelines located at www.ssag.state.wi.us.

b. State Single Audit Procedures

- i. The Grantee who meets requirements in Section V., I., 1., a. shall submit at least one copy of its State Single Audit report to the Department within thirty (30) days from the issuance of the report, but no later than six (6) months after the end of the Grantee's fiscal year end. The audit shall be conducted and submitted in accordance with applicable state regulations and guidelines and professional standards, including, but not limited to: OMB Circular A 133 as applicable; the State Single Audit Guidelines or the Department's Grantee Agency Audit Guide as applicable; and General Accepted Accounting Principles.
- ii. Audits shall be submitted by email to: finance@dwd.wisconsin.gov or by mail to:

Department of Workforce Development

Administrative Services Division

Bureau of Finance

Attn: Yasin Samadzada. Rm G400

PO Box 7946

Madison, WI 53707-7946

- iii. The Grantee who meets requirements in Section V., I., 1., a. shall submit with the State Single Audit report a copy of the Management Letter received from the auditor. If the auditor does not issue a Management Letter, the Grantee shall submit a written assurance to the Department that a Management Letter was not submitted because the audit firm did not issue one. Documents issued by the auditor, which contain information comparable to that, which would be issued in a Management Letter, under another title, shall be considered Management Letters for purposes of this Grant.
- iv. When contracting with an outside auditor, the Grantee who meets requirements in Section V.,
 I., 1., a. shall authorize the auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of the Department.

c. DWD Response to Audit Report

The Department shall notify the Grantee within ninety (90) days of receipt of any audit required under Section V., I., 1., a. and completed by the independent certified auditor, as to whether or not the audit meets the requirements of the Department's audit guidelines. If the audit is not complete or is acceptable only in part, the Department shall rely upon the acceptable portion of the audit and any additional audit work shall build upon the work already done. Payment of audit costs as a result of the additional audit requested by the Department is the responsibility of the Grantee.

d. Grantee Failure to Meet General Requirements

The Department reserves the right to conduct an independent Grant Specific Project Audit of the Grantee as detailed in Section V., I., 2., if the Grantee fails to secure an acceptable State Single Audit covering all funds or a follow-up review of selected areas is determined to be necessary. In the event that the Grantee fails to secure an acceptable audit or a follow-up review of selected

areas is determined, the Department's costs for completing an audit will be charged back to the Grantee.

e. Resolution of Findings

The Department shall initiate resolution of audit findings with the Grantee pursuant to Audit Resolution Policies developed by the Department.

2. Grant Specific Project Audit Requirements:

- a. Applicability: Grantees who receive in excess of \$250,000 of Wisconsin Fast Forward funds in any one granting round are required to submit a certified independent Grant Specific Project Audit for each Grant in that round in compliance with the Office of Skills Development guidelines as defined in b. below.
- b. Procedures: The Grantee will use an independent audit firm to complete a Grant Specific Project Audit and certify all expenditures related to the project. This Grant Specific Project Audit shall be done according to the forms and procedures provided by the Office of Skills Development.
- c. Pre-Planning: The Grantee shall ensure that its auditor contacts the Department prior to beginning the Grant Specific Project Audit. The Department or its representatives shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the auditor and the Grantee.
- d. Submission: The Grant Specific Project Audit and certification letter from the independent auditor must be submitted to the Grant Administrator no later than the date of the final report.
- e. DWD Response: The Department shall notify the Grantee within ninety (90) days of receipt of the approval of the Grantee Project Specific Audit. If this audit is not complete or is acceptable only in part, the Department shall rely upon the acceptable portion of the audit and any additional audit work shall build upon the work already done. Payment of costs as a result of the additional audit requested by the Department is the responsibility of the Grantee.

3. Department Project Audit and Monitoring:

Regardless of Grant amount, all Grantees receiving any Wisconsin Fast Forward funds may be subject to a Department Project Audit and/or monitoring visit conducted by the Department at any time up to three years following the Grant Period.

4. Early Termination Audits

An audit may be required when a Grant is terminated for cause or when the Grantee ceases operations. Payment of audit costs as a result of the additional audit requested by the Department is the responsibility of the Grantee.

J. Liabilities

1. The Grantee shall notify the Department in writing within thirty (30) days of the date payment was due of any past due liabilities in excess of \$500 to the federal government, state government or their agents for income tax withholding, FICA, worker's compensation, unemployment compensation, garnishments or other employee related liabilities, sales tax, income tax of the Grantee, or other

funds owed. The written notice shall include the amount(s) owed, the reason the funds are owed, the due date, the amount of any penalties or interest, known or estimated, the unit of government to which the funds are owed, the expected payment date and other related information.

- 2. Within thirty (30) days of receiving reimbursement from the Grant, the Grantee shall notify the Department in writing of any liabilities that are over thirty (30) days past due and related to the operation of this Grant for which the Department has reimbursed the Grantee. The written notice shall include the amount(s) owed, the reason the funds are owed, the due date, the amount of any penalties or interest, known or estimated, the vendor to which the funds are owed, the expected payment date and other related information. If the liabilities are in dispute, the written notice shall contain a discussion of facts related to the dispute and information on steps being taken by the Grantee to resolve the dispute.
- 3. The Department may require written assurance that the Grantee has reconciled costs, receipts and refunds reported to the Department for reimbursement or as match to the expenses and revenues recorded in the Grantee's accounting records and that all necessary adjustments have been reported to the Department or recorded in the accounting records, as appropriate. Upon request from the Department, written documentation of reconciliations may be required.
- 4. The Department may require written assurance at the time of entering into this Grant that the Grantee has in force, and will maintain for the course of the Grant, employee dishonesty bonding sufficient to hold the Department harmless in the event of an employee fraud or defalcation.
- 5. The Department and Grantee each agree that they shall be responsible for any losses or expenses (including costs and attorney fees) attributable to the acts or omissions of their officers, employees or agents.

K. Records

1. General Requirements

The Grantee shall maintain such records as required by state and federal laws. The Grantee shall maintain records in a manner that will restrict disclosure of confidential information unless required or permitted by state or federal law or court order.

2. Inspection of Records

The Department reserves the right to inspect records and programs, insofar as is permitted by state and federal laws, by representatives of the Department and its authorized agents in order to confirm the Grantee's compliance with the specifications of this Grant.

3. Retention of Records

The Grantee must retain records relating to this Grant agreement for three (3) years from the latter of the date of the end of this contract and any extensions granted to it or until any applicable litigation, audit findings or claims have been resolved.

The Department or its agents shall have access to all existing Grant related records, regardless of record retention requirements.

4. Confidentiality of Participant Information

The Grantee may not use or disclose personal information concerning trainees who receive services from the Grantee for any purpose not connected with the administration of the Grant unless the Grantee obtains the written consent of the trainee or the trainee's legal guardian.

VI. GRANT REVISIONS AND/OR TERMINATION:

A. Remedy for Failure to Comply

Failure to comply with any part of this Grant may be considered cause for termination of this Grant.

B. Allowable Conditions for Renegotiation

This Grant or any part thereof may be renegotiated in such circumstances as: (1) increased or decreased volume of services; (2) changes required by state or federal laws or regulations or court action; or, (3) funds available affecting the substance of this Grant.

C. Requirement of Written Amendments

This contract may not be amended, modified or altered except in writing signed by the Grantee and the Department. Revision of this Grant is not effective until agreed to by the Department and the Grantee and supported by a modification document requiring the signature of both parties, or by a supplement requiring the signature of the Department.

D. Right to Terminate/Suspend Grant

Upon a sixty (60) day written notice, either party has the right to terminate this Grant. The Department reserves the right to immediately terminate this Grant upon notice via certified mail to the Grantee if the Department believes there is a substantial noncompliance with this contract, the program and/or financial requirements. The Department will not pay any costs incurred after the termination date. Failure to comply with any part of this Grant may be considered cause for revision, suspension, and/or repayment of this Grant.

E. Post Termination Closeout

If the Department finds it necessary to terminate this Grant prior to the stated expiration date for a reason other than nonperformance by the Grantee, actual costs incurred by the Grantee may be reimbursed for an amount determined by the Department.

VII. SANCTIONS:

The Grantee shall comply with all requirements under this Grant. Instances of noncompliance shall be corrected promptly and reported timely by the Grantee to the Department. If the Department becomes aware of noncompliance with this Grant, either through notice from the Grantee or through other means, appropriate procedures shall be instituted to protect the interests of the Department.

VIII. CONDITIONS OF THE PARTIES OBLIGATIONS:

A. Requirement of State and Federal Authorization

This Grant is contingent upon authorization of Wisconsin and United States laws, and any material amendment or repeal of the same affecting relevant funding or authority of the Department shall serve to revise or terminate this Grant, except as further agreed to by the parties hereto.

B. Debarment or Suspension

The Grantee certifies that neither the Grantee organization nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non Procurement Programs). The Grantee further certifies that potential sub-recipients, contractors, or any of their principals are not debarred, suspended or proposed for debarment.

C. Related Party Transactions

If the Grantee plans to use a related party (see OMB Circular A-133 for a definition of related party and allowable costs associated with related parties) in the provision of services under this Grant, the Grantee agrees to notify the Grant Administrator and get prior approval for services or the reimbursement of such services may be denied. Prior approval is implied by the approval of the Grant application if use of the related party is explicitly described in the Approved Grant Application and not removed in the Intent to Award documents.

D. Completeness of Grant

It is understood and agreed that the entire Grant between the parties is contained herein, except for those matters incorporated herein by reference, and that this contract supersedes all oral Grants and negotiations between the parties relating to the subject matter thereof. It is further understood that this contract represents the extent of DWD's participation in the project. Any future requests to DWD regarding assistance for this project will take into account the participation identified above.

IX. GRANTEE WARRANTIES AND REPRESENTATIONS:

- 1. The Grantee is duly incorporated and validly existing under the laws of the state of its incorporation and is authorized to engage in business in the State of Wisconsin.
- 2. The Grantee is qualified to engage in business in every jurisdiction where the nature of its business makes such qualification necessary, except where the failure to be so authorized would not have a material and adverse effect on the Grantee's ability to perform its obligations under this contract.
- 3. The Grantee is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material, adverse effect on the Grantee's ability to perform its obligations under this contract. The Grantee is current on all federal and state tax obligations.
- **4.** The Grantee agrees that award funds will be used to supplement, not supplant, planned or allocated funds.
- **5.** The Grantee understands that this contract and other materials submitted to the Department may constitute public records subject to disclosure under §§ 19.31-.39 Wisconsin's Public Records Law,
- **6.** The Grantee agrees when promoting and marketing the training project that it will acknowledge that the training project has been funded with the Wisconsin Department of Workforce Development Wisconsin Fast Forward funds.

7. The undersigned officer of the Grantee is fully authorized to execute and deliver this contract on behalf of the Grantee.

This Grant becomes null and void if the time between the earlier dated signature and the later dated

Validity of this Grant

Scott Jansen
Division Administrator, Division of Employment & Training

Wisconsin Department of Workforce Development