

**CONTRACT FOR
FOR THE PROVISION OF A K-3 SAFE PLACE PROGRAM IN
MILWAUKEE PUBLIC SCHOOLS
2019-2020**

This Contract (“Contract”) is entered into by and between the Milwaukee Board of School Directors on behalf of Milwaukee Public Schools, an entity created by the law of the State of Wisconsin (“MPS”) and Boys & Girls Clubs of Greater Milwaukee, Inc. (“Provider”).

RECITALS

WHEREAS, pursuant to the definition developed by the Youth Serving Agencies Coalition, a “safe place” is a site within walking distance of city youth that offers a safe setting; provides caring adults; provides challenging, interesting and structured activities and a sense of belonging; and

WHEREAS, high quality early childcare programs can have a positive and lasting impression on children; and

WHEREAS, MPS and Provider desire to enter into this Contract to establish a K-3 Safe Place program (“K-3 Safe Place”) for children within the City of Milwaukee;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties do hereby agree as follows:

1. PROVIDER’S SAFE PLACE PROGRAMMING

- a. Provider shall operate a K-3 Safe Place at Maple Tree School (6644 N. 107th Street) and Seifert Elementary School (1547 N. 14th Street) (“School” or “Schools”), as set forth below:
 - i. School Year Hours: 7:00 a.m. until 6:00 p.m. on pupil attendance days from January 6, 2020 through June 5, 2020.
- b. Provider’s K-3 Safe Place should offer a developmentally appropriate environment, as well as academic enrichment and activities that directly support the specific needs of the student participants, in accordance with “best practices” for child care centers. Should Provider need assistance determining “best practices” for child care centers, it can refer to the online resources provided by the Wisconsin Department of Children and Families (“DCF”).
- c. Provider shall enter, at a minimum, the following data into MPS’ APlus system for all K-3 Safe Place participants on a daily basis: attendance (including exact in/out times), information on each participant’s activities (including, but not limited to, academic activities, recreation activities, meal consumption), and fee payment information.
- d. Provider’s K-3 Safe Place shall meet the standards for license-exempt programs established by the Department of Children and Families 251 – Licensing Rules for Group Child Care Centers.

- e. Provider's K-3 Safe Place must accept Wisconsin Shares Child Care Subsidies ("W2") and participate in DCF's YoungStar Quality Rating and Improvement System ("YoungStar").
 - i. Provider's K-3 Safe Place shall conform to those standards necessary to maintain at least a three-star rating under YoungStar. If, throughout the term of this Contract, Provider's rating is downgraded to a two-star or lower, Provider must remedy the deficiency within 60 days. Failure to reacquire a three-star rating within 60 days, or failure to consistently maintain a three-star rating throughout the term of this Contract, may result in immediate termination of this Contract by MPS.
 - ii. Utilizing the processes and procedures developed by MPS for the use of DCF's EBT Card System, MPS and Provider will ensure accurate W2 records and reimbursements.
- f. Provider is authorized to collect fees to permit those children who are not eligible to receive W2 funds to attend the K-3 Safe Place. All fees collected will accrue to Provider. Notwithstanding the foregoing, Provider shall make every effort in its operational ability to ensure that no child is turned away based solely on an inability to pay.
 - i. Provider shall submit to MPS a proposed fee rate schedule for review and approval prior to commencing services hereunder.
 - ii. Provider is responsible for the billing and collection of all fees from the parents or guardians of the children attending the K-3 Safe Place. MPS shall have no financial responsibility for any unpaid fees due Provider for services provided under this Contract.
- g. Pursuant to Wis. Stat. § 120.125(4)(g), Provider "shall not provide religious instruction or permit religious practices to be conducted..." at the K-3 Safe Place.
- h. Provider is responsible for the care, custody, control, supervision, and security of all K-3 Safe Place participants, employees, volunteers, and visitors. Provider shall submit to MPS a "Safe Place Safety Plan" on the form set forth in Exhibit A, prior to commencing services hereunder.
- i. For emergency situations requiring police, fire, Child Protective Services (CPS) or ambulance services, Provider shall, within 30 minutes following an incident/accident, verbally report the incident/accident to a member of MPS's Project Team. Additionally, Provider shall submit a written incident/accident report within 24 hours of the incident/accident by email to that member of MPS's Project Team. The MPS Project Team may request that reports and/or additional documents be submitted sooner if necessary. MPS Project team will report emergency incidents to the Wisconsin Department of Children and Families (DCF) with any necessary information once the emergency incident is reported to MPS.

- j. All K-3 Safe Place Program staff are mandated reporters and must report to CPS suspected incidents of abuse, neglect, etc. If a K-3 Safe Place Program staff member observes an incident, he/she should work with the frontline staff in reporting the incident to CPS and following up as needed.
- k. The K-3 Safe Place Lead Agency is responsible for assuring that all K-3 Safe Place Program Staff are fully trained in all areas, including MPS incident/accident reporting policies and procedures, mandatory reporting as well as infant and child cardio pulmonary resuscitation /automated external defibrillator usage according to the Department of Children and Families Licensing Rules for Group Child Care Centers (DCF 251.05 (2) (C)).
- l. Provider will be responsible for ensuring participants are supervised in the event a parent/guardian fails up to pick up the child.
- m. MPS shall not be responsible for providing transportation to or from the K-3 Safe Place.
- n. MPS Recreation and Community Services staff and MPS School Nutrition Services staff reserve the right to inspect and observe K-3 Safe Place operations at any time throughout the term of this Contract, with or without prior notice, for purposes of monitoring and compliance.
- o. Provider shall ensure that all K-3 Safe Place Program Staff demonstrate competence in general health policies and procedures, as appropriate for the ages of the children cared for, including but not limited to hand hygiene techniques and diapering techniques, if care is provided to children in diapers, including appropriate diaper disposal and diaper changing, as needed.

2. NUTRITION GUIDELINES

a. Food Served by Provider

- i. Provider agrees to comply with the MPS Nutrition and Wellness Policies and Procedures.
- ii. Any food not served by MPS, including snacks, must:
 - 1. Be a “whole grain-rich” grain product; or
 - 2. Have as the first ingredient a fruit, a vegetable, a dairy product, or a protein food; or
 - 3. Be a combination food that contains at least ¼ cup of fruit or vegetable; or

4. Contain 10 percent of the Daily Value of one of the nutrients of public health concern in the 2010 Dietary Guidelines for Americans (calcium, potassium, vitamin D, or dietary fiber); and
5. Meet the following nutrient requirements:
 - a. Calorie limits of 200 calories or fewer for snack items and 350 calories or fewer for entrée items;
 - b. Sodium limits of 230 mg or fewer for snack items and 480 mg or fewer for entrée items;
 - c. Fat limits of total fat of 35 percent of calories or fewer, saturated fat of 10 percent of calories or fewer and Trans-fat of 0 grams; and
 - d. Sugar limit of less than 35 percent of weight from total sugars.
- iii. If Provider desires to utilize the School kitchen, Provider shall hire, at its sole expense, a MPS School Nutrition Services employee at his or her current rate to provide supervision.

b. Food Served by MPS: School Year

- i. MPS will provide a nutritious snack or meal for K-3 Safe Place participants based on standards set by DCF licensing requirements. Sites selected as dinner sites shall be made at the sole discretion of MPS School Nutrition Services.
- ii. If Provider's K-3 Safe Place is selected as a dinner site by MPS School Nutrition Services, MPS will provide dinner to all eligible K-3 Safe Place participants, provided the following requirements are met:
 1. Provider has at least one person at the K-3 Safe Place that is trained in all applicable United States Department of Agriculture's Child and Adult Care Food Program ("CACFP") rules and regulations. Provider must attend an annual training for CACFP put on by MPS School Nutrition Services.
 2. Provider must keep documentation sufficient for MPS to claim the dinner meals pursuant to CACFP, including input of a daily point of sale meal count in MPS's One Source point of sale system ("POS") and current enrollment and attendance information from APlus.
 - a. MPS will provide instructions to Provider on how to operate the POS. Provider shall be responsible for entering each participant's name or ID number into the POS.

- b. If Provider's staff is unable to operate the POS for any reason, Provider must document the name and ID number of each participant that receives a meal.
 - c. Failure to provide proper meal counts will result in Provider reimbursing MPS for the meals that MPS cannot claim through CACFP.
- 3. Provider must perform its own clean up and food disposal. Clean up means the removal of all food trays and debris on tables to allow for wipe down and sanitation (when meals are provided in a classroom setting, wipe down and sanitation will be provided by Provider; when meals are provided in a cafeteria, wipe down and sanitation will be provided by MPS staff). Food disposal means disposal of food in appropriate, agreed upon containers. MPS will empty trash containers.
- 4. Provider will provide written notice of cancellation of meal service to MPS School Nutrition Services site staff at least two weeks in advance. Failure to notify MPS could result in Provider covering any incurred costs.
- 5. Failure of Provider to comply with any of the requirements set forth in this Section 2.b. may result in MPS discontinuing dinner service to the K-3 Safe Place.

3. USE OF SCHOOL BUILDING

- a. Throughout the term of this Contract, MPS will grant Provider non-exclusive use of the School for the purpose of operating its K-3 Safe Place, subject to the following limitations:
 - i. Provider must obtain a building permit from the school administrator, prior to commencing services hereunder, which will specify the date(s), time(s) and area(s) of the School in which Provider can operate the K-3 Safe Place. Copies of the permit should be on file with the School and MPS' Department of Recreation and Community Services.
 - ii. Hours of operation during the school year are as set forth in Section 1.a.i.
 - iii. Provider shall be liable to MPS for any damage, except for reasonable wear and tear, to property of MPS in the operation of the K-3 Safe Place, and shall hold MPS and its agents, representatives, successors and assigns harmless from any liability, claim, or damages caused by the acts or omissions of Provider, its staff, agents, representatives, successors and assigns.
 - iv. Provider shall have no right to assign, mortgage, or pledge this Contract or to sublease the School.

- b. MPS shall provide utilities and routine custodial cleaning and maintenance at the School.
- c. Provider shall be responsible for cleaning and maintaining classrooms and all MPS facilities, equipment and supplies utilized for the program on a daily basis in accordance with the MPS Building Operations Daily Cleaning Guide, incorporated herein as Exhibit C. This includes, but is not limited to: sweeping floors; cleaning table surfaces; and the collection of garbage from all rooms used.
- d. Except as otherwise set forth in this Contract, Provider shall be responsible for all actual costs associated with the operation of the K-3 Safe Place.
- e. If the School, or any part thereof, is destroyed or substantially damaged by fire, the elements, or any cause so as to be deemed, in either party's reasonable judgment, unfit for occupancy, then this Contract shall terminate at the election of either party.
- f. Nothing in this Contract shall prohibit MPS from permitting other child care providers to provide child care services to pupils in the same building during the same time in which Provider provides before- and after-school child care programs.
- g. Nothing in this Contract shall prohibit MPS from providing its own before- and after-school child care programs in the same building and during the same time in which Provider provides before- and after-school child care programs.

4. TERM

- a. This Contract shall be effective January 1, 2020 through June 30, 2020.
- b. MPS desires to work with partners that provide high-quality child care programs. As such, Provider shall maintain at least a three-star YoungStar rating from the Wisconsin Department of Children and Families to be eligible to continue operating the K-3 Safe Place set forth herein.

5. COMPENSATION

- a. MPS shall make payment to Provider in the amount of \$170,000.00 (\$85,000.00 per K-3 Safe Place site) for meeting the K-3 Safe Place program requirements outlined in this Contract, contingent upon submission of appropriate documentation as set forth below:
 - i. No later than January 13, 2020, Provider shall return to MPS a completed "MPS Safe Place Project Annual Budget Forecast" indicating an annual budget by cost category. The Budget Forecast form is included in the collective budget documents attached hereto as Exhibit B. MPS will not reimburse Provider for any expenditures incurred prior to the start date of this Contract.
 - ii. MPS shall review Provider's proposed budget documents. Upon approval, Provider will submit a "Monthly Cost Report" by the 28th of each month, even if no reimbursement is requested in that month. Whether late Cost Reports will

be accepted and reviewed is in the sole discretion of the MPS' Recreation Department.

- iii. Reimbursement for expenditures will be made on a monthly basis, provided that Provider has complied with all of MPS' fiscal requirements and has supplied all records and reports requested by MPS. MPS will have 45 days from receipt of Provider's Monthly Cost Report to reimburse approved expenditures.
 1. Provider agrees to spend all funds received under this Agreement in accordance with the authorized cost categories as identified in Exhibit B.
 2. Provider shall maintain adequate source records including, but not limited to, invoices, payroll records, time sheets and receipts for up to seven years after the termination of this Contract.
 - a. Copies of receipts submitted by Provider must be legible and provide the following information:
 - i. Name of vendor from which the item was purchased;
 - ii. Date of the purchase, which must coincide with the period in which the reimbursement is requested;
 - iii. Identification and quantity of items purchased; and
 - iv. Amount spent (excluding all taxes, late payment fees, etc.).
 - b. All purchases must include a written description of the purpose of the expenditure on the monthly "Schedule of Paid Costs." A Schedule of Paid Costs Monthly Report form is included in Exhibit B. Any purchase that does not include a description may not be approved for reimbursement.
 - iv. Provider shall use appropriate cash management procedures so that public funds disbursed under this Contract are discernible from other funds.
- b. Provider shall receive monthly cost reimbursements for providing child care services to those W2 authorized children who have been certified by DCF.
 - i. The reimbursement amount will be made through MPS after all required reports and documentation have been submitted and reviewed.
 - ii. MPS shall be entitled to retain up to seven and one-half percent of a participants W2 funds to cover its costs to administer K-3 Safe Places.

6. INDEMNITY

- a. Provider will indemnify and hold harmless MPS, its agents, employees and officers against any and all claims, demands, actions and causes of action and resulting liability, loss, damages, costs and expenses arising out of the services provided pursuant to this Contract for injury to persons and damages to the extent caused directly or proximately by any wrongful, intentional or negligent act or omission of Provider or Provider’s officers, employees or agents. This obligation will not extend to wrongful, intentional or negligent acts or omissions of Provider, its officers, employees and agents, if and only if, such acts or omissions are in response to a negligent directive, policy or instruction issued to Provider by MPS or its employees.
- b. To the extent permitted by the laws of the State of Wisconsin, including but not limited to Wis. Stat. § 893.80, MPS will indemnify and hold harmless Provider, its officers, employees and agents against any and all claims, demands, actions and causes of action and resulting liability, loss, damages, costs and expenses for injury to persons and damages to the extent caused directly or proximately by any wrongful, intentional, or negligent act or omission of MPS and its employees so long as such act or omission is within the scope of employment within the meaning of Wis. Stat. § 895.46.
- c. The obligations identified in Section 6 of this Contract will survive the termination of the Contract.

7. INSURANCE

- a. Provider understands and agrees that financial responsibility for claims or damages to any person, or to Provider’s employees and agents, shall rest with the Provider. Provider shall effect and maintain any insurance coverage to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation, or benefits payable under Workers’ Compensation laws or other insurance provisions.

The minimum limits of insurance required of Provider by MPS shall be:

Workers’ Compensation	Statutory Limits
Employers’ Liability	\$100,000 per occurrence
Comprehensive General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Professional Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Auto Liability	\$1,000,000 per occurrence
Umbrella (Excess) Liability	\$1,000,000 per occurrence

Provider will name the “Milwaukee Board of School Directors” as an additional insured on the comprehensive general liability and umbrella policies and as a “Certificate Holder” on the professional liability policy. Provider will assume all risk of loss or damage to its property and waives all claims with respect thereto against MPS, unless such loss or damage is caused directly or proximately by any wrongful, intentional, or negligent act or omission of MPS and its employees. Proof of required insurance

coverage will be provided by Provider to MPS, via its third party vendor, EXIGIS Risk Management Services, upon request.

- b. Provider shall maintain insurance to cover any loss or damage to equipment stored at the School.

8. BACKGROUND CHECKS

- a. Provider must comply with all requirements of Wis. Stats. § 48.685 and § 48.686, which identify the standards required for criminal history and child abuse record searches for licensed Caregivers and Child Care Programs.
 - i. Provider will conduct, at Provider's expense, any and all required background checks, as set forth below:
 - 1. Providers participating in the YoungStar Quality Rating System and receiving Wisconsin Shares Child Care Subsidies must abide by all background check requirements prescribed by the Wisconsin Department of Children and Families ("Department"), including, but not limited to:
 - a. Submitting a request to the Department for a criminal background check for each potential caregiver and at least once every 5-year period for each existing caregiver;
 - b. Obtaining FBI fingerprint checks every five (5) years;
 - c. Submitting background checks for any and all employees and contractors with the opportunity for unrestricted access to children;
 - d. Using the Child Care Provider Portal (CCPP) to submit new and prospective employee information needed to trigger fingerprint-based checks;
 - e. Abiding by all other requirements prescribed by the Department, available at <https://dcf.wisconsin.gov/ccbgcheck>.
 - 2. Providers not subject to the requirements set forth in the above Section 8.a.i. must obtain a criminal information background check through the Wisconsin Department of Justice (<https://recordcheck.doj.wi.gov/>) and other states' agencies, as applicable, on all current and potential administrators, board members, officers, full-time employees, part-time employees and volunteers who have, or who are anticipated to have direct, unsupervised contact with children throughout the K-3 Safe Place Program. (Note: No background checks are required for youth mentors/workers who are under the age of 18).
 - a. An out-of-state background check should be completed in the state(s) in which the individual resided for at least six (6) months within the last ten (10) years and was 18 years or older at the time.
 - b. For purposes of this Contract, a volunteer is any non-paid person who provides services on a regular and ongoing basis for more than five hours a week. A volunteer is not a parent or other adult who is a one-time volunteer for a field trip or other one-time-only activity. Provider will use good judgment in accepting the services of a volunteer, and will be familiar with the volunteer before accepting services of that volunteer.

- c. No later than one month before work with children at the K-3 Safe Place Site begins, Provider will electronically submit completed background checks for all individuals providing services under this Agreement utilizing the Smart Sheet link provided herein: <https://app.smartsheet.com/b/form/9095513a736c49a791df055c1e2fa879>. Records that indicate a history of conviction or pending criminal charges will be reviewed by the MPS Department of Employment Relations. Thereafter, MPS will immediately notify Provider of any individual(s) who, based on MPS standards, should not have contact with children. Failure to submit the results of any crime information records checks prior to the provision of services will result in the termination of services. All determinations made by MPS with regards to whether an individual is fit to provide services under this Contract are made in MPS's sole discretion.
3. As required by law, Provider shall complete the other searches required by Wis. Stat. § 48.685, review the results and determine that there is nothing in the background of Provider's employees, agents or sub-contractors that would render them unfit to provide services under this Contract where there is contact and access to children. Background factors that would disqualify any individual from providing services to MPS include, but are not limited to: falsification of background information; conviction of a criminal offense that substantially relates to the duties and responsibilities to be assigned to or performed by Provider under this Contract; or pending criminal charges alleging acts of a similar nature. Provider has a duty to retain all documentation related to background checks and other searches performed pursuant to this Contract and Wis. Stat. § 48.685 on file for the duration of this Contract and to provide the same to MPS upon request.

9. TERMINATION

- a. If either party fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, the non-breaching party will thereupon have the right to terminate this Contract by giving ten (10) days' written notice of termination of the Contract, specifying the alleged violations, and effective date of termination. This Contract will not be terminated if, upon receipt of the notice, the non-breaching party promptly cures the alleged violation prior to the end of the ten-day period.
- b. MPS also reserves the right, pursuant to Wis. Stat. § 120.125(4)(d), to terminate this Contract at any time with 30 days' prior written notice to Provider if any of the conditions in the Contract are violated by Provider.
- c. Pursuant to Wis. Stat. § 120.125(4)(c), MPS may elect to terminate this Contract at the end of a school year if it intends to provide child care for the pupils in the Facility or intends to solicit other child care providers to provide services during the following school year.

- d. MPS has the right to immediately terminate this Contract as outlined in Sections 1.e.i., 8.a.2.c. and 13.b. herein.

10. NONDISCRIMINATION

- a. In the performance of work under this Contract, Provider shall not discriminate in any way against any employee or applicant for employment on the basis of a person's sex, race, age, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, disability, or socio-economic status. This prohibition includes but is not limited to employment; promotions, demotions and transfers; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.
- b. If MPS determines Provider has violated this non-discrimination policy, MPS may terminate this Contract without liability for undelivered services or materials.

11. INDEPENDENT PROVIDER

- a. In entering into this Contract, and in acting in compliance herewith, Provider is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder. Provider further agrees that MPS is not to be charged with the obligation or responsibility of extending any fringe benefits, such as hospital, medical or life insurance, or pension plans which may be extended to employees of MPS from time to time to any individual or entity providing services pursuant to this Contract.

12. NOTICE

- a. Notice to Provider will be sufficient if sent by Certified or Registered Mail to Kathy Thornton-Bias, Boys & Girls Clubs of Greater Milwaukee, 1558 N. 6th Street, Milwaukee, WI 53212, or to such other address as Provider may designate to MPS in writing.
- b. Notice to MPS will be sufficient if sent by first-class mail to Lynn Greb, Senior Director of Recreation and Community Services, 5225 W. Vliet Street, Room 162, Milwaukee, WI 53208, or to such other address as MPS may designate to Provider in writing, with an electronic copy to herricem@milwaukee.k12.wi.us.

13. PUBLIC RECORDS AND CONFIDENTIAL STUDENT DATA

- a. Both parties understand that MPS is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Contract are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Provider acknowledges that it is obligated to assist MPS in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Contract, and that the Provider must defend and hold MPS harmless from liability under the law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under this Contract.

- b. Provider acknowledges that student data is protected by both federal and state law. *See* Wis. Stat. § 118.125; 20 U.S.C. § 1232g(b); 34 C.F.R. § 99.1 *et seq.* If MPS determines that Provider has disclosed any student record information in violation of either federal or state law, without prejudice to any other rights or remedies that MPS may have, MPS shall be entitled to immediately terminate this and every other existing Contract without further liability. Moreover, MPS may bar Provider from future MPS contracts for varying periods up to and including permanent debarment.
- c. The parties agree that this Section 13 shall survive the termination of this Contract.

14. LIVING WAGE REQUIREMENT

- a. Provider shall comply with, and ensure its subcontractors performing work under this Contract comply with, Milwaukee Board of School Directors' Administrative Policy 3.09(17), which requires that employees be paid a "living wage."

15. MODIFICATION

- a. No modification, expansion or amendment of this Contract will be of any force or effect unless in writing and signed by the parties hereto.

16. SEVERABILITY

- a. All terms and covenants herein are severable. In the event any single term or covenant is found invalid by any agency or court of competent jurisdiction, this Contract will be interpreted as if such invalid terms or covenants were not contained herein.

17. CHOICE OF LAW & FORUM

- a. This Contract will be governed in all respects by, and construed in accordance with, the laws of the State of Wisconsin. The venue of any action hereunder will be in Milwaukee County, Wisconsin.

18. FINAL EXPRESSION

- a. This Contract is intended by Provider and MPS as a final expression of their agreement and as a complete and exclusive statement of its terms. This Contract supersedes all prior proposals, negotiations, conversations, discussions and agreements among the parties concerning the subject matter hereof.

[Signature page follows]

IN WITNESS WHEREOF, the parties have signed this Contract.

_____.

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: _____
Authorized Representative

By: _____
Adria D. Maddaleni, J.D.
Director, Procurement & Risk Management

Date: _____

Date: _____

(Organization Name)

By: _____ [NOT REQUIRED]
Keith Posley, Ed.D.,
Superintendent of Schools

Address

Phone Number

Date: _____

Tax ID:

Budget Code: CSV-0-0-CNR- -ECTS

By: _____ [NOT REQUIRED]
Larry Miller, President
Milwaukee Board of School Directors

Date: _____

Reviewed by Risk Management:

By: _____

Date: _____