

FISCAL AGENT AGREEMENT

This agreement is between the Chief Lead Elected Official (CLEO), South Central Iowa Workforce Area (SCIWA) Local Workforce Development Board (LWDB), hereafter referred to as **BOARD**, and Pathfinders RC&D., hereafter referred to as the **Fiscal Agent**.

I. Purpose of Agreement

The SCIWA receives grants of federal funds Pursuant to Section 107(d)(12)(B)(i)(II) of WIOA. The CLEO may designate a fiscal agent to receive and manage such funds. The CLEO designates Pathfinders RC&D as the fiscal agent for SCIWA.

II. Duration of Agreement

This agreement shall become effective on 9/16/2021. This agreement shall remain in effect until 6/30/2022, or until earlier terminated according to the provisions herein. This agreement may be renewed or extended by the mutual written agreement of the parties in the form of an amendment specifying the new agreement period. All other terms of the agreement shall remain in effect unless otherwise specifically amended.

III. Responsibilities and Expectations of Fiscal Agent to the Board and CEOs

The Fiscal Agent shall provide the following services for the funds for which it is acting as fiscal agent:

- A. The Fiscal Agent agrees to accept on behalf of the CLEO all grant funds associated with Title IB of WIOA, as well as other related grants designed to help them carry out their purpose. This responsibility also includes funds available under the Trade Adjustment Act (TAA), if applicable.
- B. The Fiscal Agent agrees to disburse WIOA funds for allowable workforce innovation activities on behalf of the CLEO. As required by law, these disbursements will occur at the direction of the LWDB of South Central Iowa provided that the purpose for the disbursement is allowable, authorized and documented.
- C. Be responsible for any costs charged by the financial institution for maintaining the SCIWA accounts or accounts containing SCIWA funds. The Fiscal Agent shall ensure that any such costs are reduced or offset to the extent possible through earnings credits offered by the financial institution.
- D. The Fiscal Agent is to be bonded up to \$100,000. The Fiscal Agent will send a copy of the bond to the CLEO & BOARD.
- E. The CLEO expects the Fiscal Agent to comply with Federal and State laws, regulations and policies established for WIOA programs.

- F. The CLEO expects the Fiscal Agent to comply with relevant circulars of the Office of Management and Budget. These include but are not limited to the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* at 2 CFR, Part 200 and DOL's Exceptions at 2 CFR 2900.
- G. The CLEO expects the Fiscal Agent to maintain an accounting system that will meet all the fund accounting and reporting requirements for WIOA grant programs.
- H. The CLEO expects the Fiscal Agent to employ, train and maintain a sufficient number of qualified staff necessary to fulfill the duties of fiscal agent, subject to the limitations of an annual budget.
- I. The CLEO expects the Fiscal Agent to continuously review operational policies and to make recommendations to the CLEO to streamline or improve administration of WIOA programs.
- J. Be responsible for completing and submitting any reports as required by federal or state law, regulation, the Board, and the CLEO. Reports submitted to the BOARD and the CLEO will be in a format agreed upon.
- K. The CLEO expects the Fiscal Agent to take prompt and appropriate corrective action upon becoming aware of any evidence of a violation of Federal or State WIOA rules or policies.
- L. The CLEO expects the Fiscal Agent to closely monitor the life of all grant funds to ensure they are used to the maximum amount allowed under WIOA and to avoid any loss of funds allocated to SCIWA.
- M. The CLEO and BOARD expects the Fiscal Agent to meet with them on a regular basis to review reports and address CLEO and BOARD questions or concerns. The BOARD will determine the frequency of meetings.
- N. Submit a Financial Status Report (FSR) at the end of the agreement period, to the BOARD. The FSR shall be submitted in a format agreed to by the BOARD and the Fiscal Agent, and shall include as much of the information as the Fiscal Agent is required to maintain as described in this section and as the BOARD may request, and as is necessary to reconcile the records of the BOARD with the records of the Fiscal Agent.
- O. Iowa Administrative Code Chapter 541.9 requires an audit, conducted by an independent agency, of the SCIWA funds managed by area boards. "Audit" means a financial review by area boards of SCIWA funds. Area boards that receive over \$500,000 in federal funds from all funding sources shall complete a full audit of the funds. Area boards that do not receive over \$750,000 in federal funds from all funding sources, may complete a full audit or coordinate with the fiscal agent's financial review to conduct the state board approved agreed-upon procedures. The CEOs will require a yearly single audit of SCIWA funds, be responsible for selecting the audit firm, and payment of the audit.

- P. Provide services in section III to the BOARD for \$50 an hour for documented hours, not to exceed \$33,000. This includes all cost related to maintenance of checking account, checks, and bank fees. This amount will be billed quarterly to the BOARD.
- Q. Return unexpended SCIWA grant funds, and accrued interest as may be required by law, to the BOARD if this agreement is terminated or if the SCIWA funds remain in an account held by the Fiscal Agent at the end of the agreement period, unless the agreement is renewed or extended as provided for herein.
- R. If this agreement is renewed or extended any unexpended SCIWA grant funds remaining in an account held by the Fiscal Agent at the end of the current agreement period shall be retained by the Fiscal Agent for use in the next agreement period.

IV. Responsibilities of BOARD

The BOARD, or designated committee shall have the following responsibilities:

- A. Advise the Fiscal Agent in writing of the identity of BOARD personnel authorized to approve and submit payment requests for SCIWA funds to the Fiscal Agent and to receive and review expenditure and other reports from the Fiscal Agent as required herein.
- B. The BOARD, or designated committee will review the monthly expenditure reports submitted by the Fiscal Agent and work together to resolve any discrepancies and take any necessary corrective action.
- C. This Fiscal Agent will submit a monthly report to be authorized by the BOARD, or designated committee via signature. The BOARD will maintain records showing the date of authorization, and the amount being authorized.

V. Funding Liability

- A. The CLEO will hold the Fiscal Agent accountable for all expenditures or costs that violate WIOA requirements. This includes disallowed costs resulting from Fiscal Agent's failure to apply or properly interpret WIOA requirements, negligence, Fiscal Agent's failure to follow accepted standards of financial management or other failure to safeguard WIOA funds on behalf of the CLEO. The CLEO agrees that all agreements or contracts with service providers shall include provisions that require the service provider to be responsible for disallowed costs resulting from the service provider's known failure to apply or properly interpret WIOA requirements, gross negligence, the service provider's failure to follow accepted standards of financial management or other failure to safeguard WIOA funds on behalf of the CLEO.
- B. In the event costs are disallowed, the CLEO will seek reimbursement from the Fiscal Agent for all disallowed costs and expect the Fiscal Agent to repay these costs with non-Federal sources of funds. The CLEO understands that the Fiscal Agent may seek

reimbursement from the service provider or other contractors for whom costs were disallowed. The Fiscal Agent shall assure that any such reimbursed costs will be paid from non-Federal sources of funds.

- C. This does not relieve the CLEO for liability for funds allocated to their local area. Any costs to be unallowable at the local level may require repayment to IWD or the USDOL using non-Federal sources of funds.

VI. General Provisions

- A. Agreement Amendment - The agreement shall be amended only upon written agreement of both parties.
- B. Renegotiation Clause. In the event there is a revision of Federal regulations, state laws, or administrative rules and this agreement no longer conforms to those regulations, laws, or rules, all parties will review the agreement and renegotiate those items necessary to conform with the new regulations, laws, or rules.
- C. Termination of Agreement
 - 1. For Cause. Causes for termination during the period of the agreement are:
 - a. Failure of the Fiscal Agent to complete or submit a required report.
 - b. Failure of the Fiscal Agent to make financial and statistical records available for review by the BOARD or other authorized party.
 - c. Failure of the Fiscal Agent to abide by the terms of this agreement.

If one of the above occurs, the BOARD shall provide written notice to the Fiscal Agent requesting that the noncompliance be remedied immediately. In the event that the noncompliance continues fifteen (15) days beyond the date of the written notice, the BOARD may either immediately terminate the agreement without additional notice, or enforce the terms and conditions of the agreement and seek any legal or equitable remedies.

- 2. Across the board reductions. Any across the board reductions in State appropriations shall apply to this agreement. Should the BOARD determine that across the board reductions will affect this agreement, any funds allocated to the project and deposited with the Fiscal Agent will be adjusted pursuant to the reduction. The BOARD shall provide the Fiscal Agent reasonable written notice before any across the board reduction is put in place. During the notice period, the parties will meet and attempt in good faith to agree upon changes to this agreement to address such reduction.
- 3. State reorganization plan. The BOARD shall have the right to terminate this agreement, by giving the Fiscal Agent reasonable written notice, in the event the BOARD is altered by legislative mandate or by direction of the State of Iowa or federal government.
- 4. Legislative reorganization. The Fiscal Agent expressly acknowledges that the program delivered pursuant to this agreement is subject to Legislative change by either the federal or state governments. Should either legislative body enact measures which alter the program, the Fiscal Agent shall not hold the BOARD liable in any

- manner for the resulting changes. The BOARD shall provide reasonable written notice to the Fiscal Agent of any such legislative change. The parties will meet and attempt in good faith to agree upon changes to this agreement to address such reorganization.
5. Upon notice. Either party may terminate this agreement by providing 30 days written notice to the other party.
- D. Confidentiality** - The Fiscal Agent shall comply with all applicable federal and state laws and regulations on confidentiality.
- E. Statement Regarding Meeting All Federal and State Requirements** - The Fiscal Agent shall be in compliance with all applicable federal and state laws, rules, and regulations. The CLEO and the Board expect the Fiscal Agent to follow all separation of duties and conflict of interest requirements under WIOA.
- F. Records Retention** - The Fiscal Agent shall maintain records that document the validity of reports submitted to the BOARD. The Fiscal Agent shall retain all books, records, or other documents relevant to this agreement for a period of five (5) years after this agreement is no longer in effect after final payment, or until final audit findings have been resolved, whichever is later.
- G. Review of Contract Related Documentation** - Upon request, the Fiscal Agent shall allow authorized representatives of the BOARD or state or federal agencies to have access to the records as is necessary to confirm compliance with the specifications of this agreement. Reviews may include off-site or on-site visits to the Fiscal Agent, the Fiscal Agent's central accounting office, the offices of the Fiscal Agent's agents, a combination of these, or by mutual decision, to other locations.
- H. Federal Lobbying Requirements** - In accordance with the requirements under 34 CFR 82, "New Restrictions on Lobbying," the Fiscal Agent shall comply with the restrictions on lobbying requirements. The Fiscal Agent certifies, to the best of his or her knowledge and belief, that:
- No federal appropriated funds have been paid or will be paid on behalf of the sub-grantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, an officer or employee of the 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, or 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 federal agency, a Member of the Congress, or an employee of a Member of Congress in connection with this Contract, grant, loan, or cooperative agreement, the applicant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

I. Certification Regarding Drug Free Workplace

Requirements for contractors who are not individuals. If Contractor is not an individual, by signing below Contractor agrees to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The person's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations;
3. Making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by subparagraph 1;
4. Notifying the employee in the statement required by subparagraph 1, that as a condition of employment on such contract, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
5. Notifying the contracting agency within 10 days after receiving notice under subparagraph 4b from an employee or otherwise receiving actual notice of such conviction;
6. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. § 703; and
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs 1, 2, 3, 4, 5, and 6.

Requirement for individuals. If Contractor is an individual, by signing below Contractor agrees to not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Notification Requirement. Contractor shall, within 30 days after receiving notice from an employee of a conviction pursuant to 41 U.S.C. § 701(a)(1)(D)(ii) or 41 U.S.C. § 702(a)(1)(D)(ii):

1. Take appropriate personnel action against such employee up to and including termination; or

2. Require such employee to satisfactorily participate 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.

J. Debarment, Suspension, And Other Responsibility Matter Requirements - In accordance with the requirements under 34 CFR 85, "Government-wide Debarment and Suspension (Nonprocurement)," the Fiscal Agent shall comply with the debarment and suspension requirements. The Fiscal Agent agrees, to the best of its knowledge and belief, that it and its subcontractors:

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

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 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 for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated above; 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 or default.

K. Environmental Tobacco Smoke Requirements - The Contractor shall comply with the requirements of Public Law 103-227, Part C. Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). The Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the 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 States, local governments, by Federal grant, contract, loan, or loan guarantee. The Contractors will require that the language of this certification be included in any Contracts which contain provisions for children's services and that all sub-contractors shall certify accordingly.

DocuSigned by:
Natalie McGee
7608EAA180DF485...
Signature

Natalie McGee

Printed Name

8/23/2021

Date

Board Chair

Title
DocuSigned by:

Donald Seams
0B099DC9A90B418...
Signature

Donald Seams

Printed Name

8/23/2021

Date

CLEO

Title

DocuSigned by:
Ashley Utt
D3GB2046367746D...
Signature

Ashley Utt

Printed Contact Name

Pathfinders RC&D

Agency

Executive Director

Title

8/23/2021

Date

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