

**MISSISSIPPI VALLEY WORKFORCE DEVELOPMENT BOARD  
CENTRAL IOWA JUVENILE DETENTION CENTER  
FISCAL AGENT CONTRACT**

**SECTION 1- PARTIES, TERM & PURPOSE**

**Parties:** Agency- Mississippi Valley Workforce Development Board (MVWDB) &  
Contractor- Central Iowa Juvenile Detention Center (CIJDC)  
MVWDB & CIJDC may be referred to as "Parties."

**Agency Address:** 550 S Gear Avenue, Ste 35, West Burlington IA 52655

**Contractor Address:** 2317 Rick Collin Way, Eldora IA 50627

**Contract Notices:** All Contract Notices shall be sent to: MVWDB Board Chair & Executive Director & CIJDC Fiscal Director & Executive Director

**Contract Term:** 1 Year, from 07-01-23 through 06-30-24 with 2 potential 1-year renewable extensions.

**Purpose:** The CLEO has designated the MVWDB as the Local Grant Recipient to act on their behalf pursuant to the Workforce Innovation and Opportunity Act of 2014 (WIOA) and the CEOs have allowed for the subcontracting of Fiscal Agent services.

The purpose of this Contract is to set forth the roles and responsibilities of CIJDC in fulfilling its requirements and duties as Fiscal Agent under WIOA (Public Law 113-128, July 22, 2014, "WIOA").

While WIOA permits the CLEO to designate an entity to serve on their behalf as Local Grant Recipient and Fiscal Agent, the CLEO understands that this designation does not relieve the CLEO of their financial liability for any misspent funds. Under WIOA, the CLEO retains ultimate liability for the repayment of any WIOA funds which have been misused or costs that have been disallowed.

CIJDC agrees to accept on behalf of the Local Grant Recipient all grant funds associated with Title I of WIOA, as well as other related grants designed to help the MVWDB carry out their purpose. This responsibility also includes funds available under the Trade Adjustment Act (TAA), if applicable.

**SECTION 2- ADMINISTRATION EXPECTATIONS**

1. MVWDB expects CIJDC to take prompt and appropriate corrective action upon becoming aware of any evidence of a violation of Federal or State WIOA rules or policies.
2. MVWDB expects CIJDC 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 the Workforce Area.
3. MVWDB expects CIJDC to follow all separation of duties and conflict of interest requirements under WIOA and ensure proper firewalls are in place.
4. MVWDB expects CIJDC to ensure continuity and a smooth transition period of its Fiscal Agent responsibilities, when applicable.
5. MVWDB expects CIJDC decisions to be transparent and based on the good of participants and the service delivery system within the local workforce area as a whole.
6. MVWDB expects CIJDC to manage an appropriate system for the award and administration of grants and contracts, including monitoring of grants and contracts.

### **SECTION 3- SCOPE OF SERVICES**

The contractor shall provide the services under this Scope of Service. Any changes in the scope of service and/or budget under this Contract shall be made by written amendment and signed by all parties. Deviation from this approved Scope of Services during the Contract period must be approved by the MVWDB. Deviation from the Scope of Services, unless approved by the MVWDB, may result in termination of the Contract. Termination will follow the procedures under SECTION 34 of this Contract. This Scope of Services describes the responsibilities of the contractor for Fiscal Agent services as mandated by WIOA and other applicable state and federal statutes and laws. The MVWDB will hold the contractor responsible and accountable for effectively and efficiently managing and delivering the services and activities below, and deliverables, completing all reports, and meeting all deadlines established by the MVWDB.

### **GENERAL EXPECTATIONS**

1. The Fiscal Agent will meet with a designated individual on a monthly basis to review invoices, reports and address questions or concerns.
2. If the Fiscal Agent is contacted by Iowa Workforce Development about compliance matters, fiscal changes, or financial monitoring the Fiscal Agent will notify the MVWDB Executive Director.
3. The Fiscal Agent will attend monthly Finance Committee meetings and other meetings requested by the MVWDB, or contractors/subrecipients.
4. The Fiscal Agent will be expected to participate in statewide and/or local fiscal or administrative meetings as necessary.
5. The Fiscal Agent will be responsible for completing and submitting any required 1099 & 990 reports.
6. The Fiscal Agent shall disburse funds at the direction of the MVWDB and in accordance with WIOA, and the WIOA Final Regulations. The Fiscal Agent will adhere to the cost principles from Office of Management and Budget (OMB) circulars, 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Requirements for Federal Awards.
7. The MVWDB, Finance Committee, and/or their executive staff shall approve all fund disbursements.
7. The Fiscal Agent will ensure that proper Firewalls are in place to ensure a complete separation of duties and to ensure the transparency and integrity of staff. The Fiscal Agent will ensure that conflict-of-interest requirements under WIOA are followed and that all conflict-of-interest forms are up to date for all individuals involved in more than one role, function, or procurement action.
8. The Fiscal Agent will provide technical assistance to providers regarding fiscal issues or concerns.
8. The Fiscal Agent will ensure that all financial procedures are in compliance with Generally Accepted Accounting Procedures (GAAP), OMB circulars, Code of Federal Regulations (CFR), Federal Acquisition Regulations (FAR), and any other federal/state regulations.
9. The Fiscal Agent will ensure procedures for payables with proper documentation for monitoring and audit purposes are followed.
10. The Fiscal Agent will ensure all procedures for receivables are followed for the collection and recording of transactions on a timely basis.
11. The Fiscal Agent will assist in the recovery of funds that are deemed to be disallowed.
12. The Fiscal Agent will be responsible for any theft or misappropriation of funds on its behalf and is required to carry, at its own cost, liability and errors and omissions insurance.
13. The Fiscal Agent will maintain the MVWDB bank account and issue payments to the individual, vendor or business approved by the authorized parties identified by MVWDB.
14. The Fiscal Agent will account for any monthly bank costs or interest earned for any account.

### **WIOA REQUIRED FISCAL AGENT RESPONSIBILITIES**

***Receive and Expend Funds*** - The Fiscal Agent is responsible for drawing down on all grant funds awarded to the MVWDB through the IWD TM1 system.

1. Funding must be drawn down by the correct funding stream and by program.
2. Expenditures for work experiences, transitional jobs, training, and incumbent workers must be categorized within the draw that is clearly identified on submitted invoices from contractors.

3. All payment requests should be included in a draw request within seven (7) business days.
4. Requests for disbursement of WIOA Funds shall be made in the form and manner specified by IWD and the MVWDB and shall include adequate supporting documentation. Unless otherwise noted, funding requests must be submitted to CIJDC by MVWDB by Thursday 2pm in order to be paid the following week, must be completed by Wednesday at 2pm if there is a federal holiday in the following 7 days.
5. Checks should be prepared for payment upon receipt of the draw.
6. The Fiscal agent shall ensure cash balances for funds paid by IWD do not exceed immediate cash needs.
7. When drawing down funds from the TM1 system, the Fiscal Agent should ensure that carryover funding is being expended first.
  - i. Expenditure of federal and state funds is governed by the “first in first out” rule, meaning the oldest money is deemed to have been expended prior to any later award of funds.
8. The Fiscal Agent shall ensure that WIOA funds are expended within two years and that no more than twenty percent (20%) of its WIOA program (non-administrative) allocation is carried forward from one year to the next.

### ***Ensure Fiscal Integrity and Accountability***

1. Review all monitoring reports and respond within the specified time frame to any findings or recommendations identified. Develop a corrective action plan when necessary to address monitoring findings in consultation with MVWDB staff.
2. Hire an independent firm to conduct an annual financial audit in accordance with GAAP and in accordance with the provisions of 2 CFR 200, Subpart F– Audit Requirements, non-Federal entities that expend financial assistance of \$750,000 or more in Federal awards must conduct an annual audit. The annual financial audit shall be provided to the MVWDB and the CEOs for acceptance at their next regularly scheduled meeting following the completion of the audit.
3. Develop and prepare monthly financial statements.
4. Prepare all information for the annual audit.

### ***Respond to Audit Findings***

Fiscal Agent will respond to and correct any financial audit findings within the specified timeframe and will take any recommendations of the auditors in consultation with the MVWDB into consideration when developing the response.

### ***Maintain Accounting Records and Documentation***

Fiscal Agent will maintain all accounting records and documentation necessary to produce all financial documentation listed and necessary to support audit and monitoring functions. Such records and documentation shall include, but not be limited to, the following:

1. Accounts payable invoices.
2. Check disbursement copies.
3. All check registers.
4. All draw-down documents.
5. Monthly general ledger reports.
6. Monthly trial balance reports.
7. Grant award contract documents.
8. Monthly bank statements and reconciliations.
9. Maintain accounting records for funds that at a minimum include the following for each payment approved by the MVWDB:
  - a. Name and mailing address of the payee.
  - b. Amount of the payment.
  - c. Check number.
  - d. Date the payment was processed.
  - e. Date of any stop payment requested by the Fiscal Agent and the reason.
  - f. Running balances for funds which include:

- i. Cumulative amount of payments authorized by the Board.
- ii. Available funds that are not obligated or otherwise allocated.
- iii. Cumulative amount of payments issued.

### ***Prepare and Present Financial Reports***

Fiscal Agent shall prepare accurate monthly financial statements in accordance with GAAP, which shall be provided to the MVWDB monthly. In addition, Fiscal Agent shall prepare and submit all financial reports on WIOA and other state-funded grants or programs in a timely manner as required by the reporting agencies. Provide technical assistance to sub recipients regarding fiscal issues.

### ***Conduct Financial Monitoring of Service Providers***

Fiscal Agent will conduct comprehensive financial monitoring of MVWDB subrecipients no less than twice annually as directed by MVWDB.

1. Monitoring will include the evaluation of expenditures in compliance with state and local policies, along with comparing and verifying backup documentation to invoices submitted by the sub recipients for selected line-item categories.

### **MONTHLY REIMBURSEMENTS**

The Fiscal Agent will reimburse the sub recipients once a month for all WIOA-related expenses

1. The verification of source documentation from the sub recipients will be required for each invoice. If supporting documentation is not attached at the time the invoice is received, the invoice will not be paid.
2. The Fiscal Agent will reimburse the MVWDB Employer of Record for board staff on a monthly basis after approval and receipt of itemized invoices and time tracking documentation.
3. Fiscal Agent will process board administrative and program dollars as directed by the board or executive staff upon request. Invoices along with backup documentation will be submitted for all payment or reimbursement requests.

### **MONTHLY REPORTS**

Monthly reports will be provided to the MVWDB that include:

1. Financial Report
2. Postings Report
3. Bank Statement
4. Bank Reconciliation
5. Monthly Accruals if requested
6. Grant Balances Report for each program including year-to-date expenditures, approved budgeted amounts, remaining balance, and percent of balance remaining (Admin, Adult, DW, and Youth).
7. Prepare required financial reports for MVWDB, IWD & Dept of Labor.
8. MEMO identifying any issues or errors in subrecipient invoicing.

### **MONTHLY FINANCIAL STATUS REPORTS (FSRS)**

1. The Fiscal Agent will submit monthly Financial Status Reports (FSR) to Iowa Workforce Development (IWD) TM1 system. The FSR shall be submitted in a format prescribed by IWD or the MVWDB. Monthly financial status report (FSR) files are to be completed by an individual who is approved by MVWDB by the 20<sup>th</sup> of each month. These monthly reports must contain cumulative accrued expenditures, funds received, and obligations, including separation by WIOA cost categories as required by IWD.
2. The Fiscal Agent will complete and submit an FSR by the date established annually by IWD.

### **CLOSEOUT**

Fiscal Agent must complete and submit closeout documents by the date established annually by IWD.

### **SECTION 4- COST OF SERVICES AND PAYMENT**

1. The MVWDB agrees that CIJDC will charge necessary and reasonable costs for performing the duties of

Fiscal Agent and will be paid from WIOA funds or other grants or funds received where the administration is an eligible expense.

2. CIJDC shall submit an annual budget containing costs to provide services to MVWDB for approval. Prior approval is needed by the MVWDB to exceed the current year's budget after approval.
3. CIJDC will submit a monthly invoice including staff time to the MVWDB executive staff to be approved by the Finance Committee containing actual direct costs of services. After approval by MVWDB, CIJDC will draw and transfer funds to satisfy the invoice.
4. Travel. For domestic travel to be an allowable cost, it must be necessary, reasonable, allocable, and conform to Federal law, rules, regulations, and guidance, including 2 CFR § 200.474, and current and future USDOL guidance, policies, and procedures. All travel must comply with the Fly America Act (49 USC § 40118). WIOA Funds cannot be used for foreign travel, as stated in 20 CFR § 683.250(b). Mileage rates cannot be more than the maximum allowable mileage reimbursement rates for Federal employees. (Refer to [www.gsa.gov/mileage](http://www.gsa.gov/mileage)).
5. The contractor may utilize an indirect cost rate or cost allocation plan to be applied to WIOA funds and documented as necessary for reports as specified in this Agreement. The indirect cost rate must be negotiated with MVWDB or established under a current Negotiated Indirect Cost Rate Agreement (NICRA), incorporated herein by reference, as set forth in 2 CFR 200.414 and 200.403.

## **SECTION 5- FINANCIAL SYSTEM**

The Fiscal Agent shall maintain an accounting system and policies to identify all revenues, expenditures, program income, and credits by funding stream. The Fiscal Agent will implement invoice systems or procedures deemed necessary by the MVWDB. The Fiscal Agent must establish and maintain a financial system that will provide fiscal controls and accounting procedures sufficient to permit the preparation of required reports; demonstrate that funds have not been used in violation of the programs or state and federal regulations and meet the provisions of this Agreement. The financial management system shall have procedures in place to ensure that:

1. Adequate administrative and internal controls are in place to safeguard funds.
2. Expenditures are reported against component/activity and funding source. WIOA Title I Adult, Dislocated Worker, and Youth service providers must record and report expenditures monthly.
3. Financial records are kept that accurately and properly reflect program costs.
4. Reports are accurate and submitted on time.
5. Compliance with the program's financial management, state and federal regulations, and Agreement General and Special Provisions are maintained.
6. Costs incurred are: allowable, necessary, reasonable, and allocatable to the program.
7. Any working capital advance payments are minimal, and in compliance with policies in this Agreement.
8. Program income is identified including controls to ensure the proper reporting, use, and accountability of those funds.
9. Costs incurred in another program are not shifted to this Agreement.
10. MVWDB may review the adequacy of the financial management system of Fiscal Agent.

## **SECTION 6- ACCESS REQUIREMENTS**

IWD and MVWDB require all requests, payments, tracking, and reporting of WIOA Title I funds to occur in the system designated by IWD. Individual access to the system will be granted by IWD and approved by the MVWDB. The Fiscal Agent must ensure that login and password information is protected. Requests shall be submitted by an individual who is approved by the MVWDB and Iowa Workforce Development.

## **SECTION 7- RECORDKEEPING**

All records pertaining to performance under this Contract shall be retained for 10 years. In the event of litigation, such records shall be retained until all litigation, claims, or audit findings involving the records or this Agreement have been finally resolved.

**SECTION 8- RESTRICTION ON USE OF FUNDS**

Fiscal Agent understands and agrees that no WIOA Funds provided hereunder shall be used for any partisan activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services to or the employment of assignment of personnel in a manner supporting or resulting in the identification of programs/projects conducted or operated pursuant to this Agreement with:

1. Any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in a public election or party office.
2. Any activity to provide voters with transportation to polls or similar assistance in connection with an election; or any voter registration activity.
3. Fiscal Agent assures that no Federal appropriated funds have been paid or will be paid on behalf of Fiscal Agent, to any person for influencing or attempting to influence an officer or employee of any member of Congress, 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 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 or amendment 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 an agency, a member of Congress, officer of Congress, or an employee of a member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, Fiscal Agent (as applicable) shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

**SECTION 9- EXPECTATIONS ABOUT LIABILITY**

1. MVWDB will hold CIJDC accountable for failure to follow accepted standards of financial management, or other failures to safeguard WIOA funds on behalf of the MVWDB. MVWDB agrees that all agreements or contracts with subrecipients shall include provisions that require the subrecipient to be responsible for disallowed costs resulting from the subrecipients known failure to apply or properly interpret WIOA requirements, gross negligence, the subrecipient's failure to follow accepted standards of financial management or other failures to safeguard WIOA funds on behalf of the MVWDB.
2. If IWD or MVWDB determines at any time, whether through monitoring, audit, closeout procedures, or by other means that the Fiscal Agent has received Agreement funds or requested reimbursement for costs that are unallowable under the terms of this contract, the Fiscal Agent will be notified of the questioned costs and given an opportunity to justify questioned costs prior to IWD's or MVWDB's final determination of the disallowance of costs. If it is IWD's or MVWDB's final determination that costs previously expended by the Fiscal Agent or subrecipients are unallowable under the terms of this Agreement, the expenditures will be disallowed, and funds must be returned immediately in the form of non-federal funds by the service provider, Fiscal Agent or Sub Recipient.
3. MVWDB will hold harmless and indemnify CIJDC from liabilities, damages suits, claims, costs, or expenses where CIJDC had no direct approval.

**SECTION 10- STAFF AND VENDORS**

1. The MVWDB expects the Fiscal Agent to employ, train and maintain a sufficient number of qualified staff necessary to fulfill the duties of the fiscal agent, subject to the limitations of an annual budget.
2. CIJDC shall not subcontract with another individual or organization to perform any services outlined in this contract, except audit services.

**SECTION 11- PROGRAM INCOME**

Program income shall be used in accordance with WIOA and the provisions of 2 CFR § 200.307. USDOL has indicated that the "Addition" method as described in 2 CFR § 200.307 shall be used in allocating any

program income generated for this award of WIOA Funds. The Fiscal Agent assures that all program income shall be expended prior to drawing down additional funds as required at 2 CFR §§ 200.305(b)(5) and 200.307(e). The Fiscal Agent shall report program income received monthly to IWD and MVWDB and understand and agree that any program income found remaining at the end of the Period of Performance shall be required to be returned to USDOL.

#### **SECTION 12- UNALLOWABLE COSTS**

1. Costs charged to this Agreement must be consistent with those normally allowed in like circumstances in federally funded activities and/or with applicable state and/or local laws, rules, or regulations. The cost must not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. The cost must be in accordance with the Office of Management and Budget 2 CFR part 200.
2. Costs of goods or services for personal use of the Fiscal Agent's employees are unallowable regardless of whether the cost is reported as taxable income to the employees. For example, breakroom supplies are not allowable.
3. If IWD and/or MVWDB determines at any time, whether through monitoring, audit, closeout procedures, or by other means that the Fiscal Agent has received Agreement funds or requested reimbursement for costs that are unallowable under the terms of this Agreement, the Fiscal Agent will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the Department's final determination of the disallowance of costs. If it is the Department's final determination that costs previously expended by the Fiscal Agent are unallowable under the terms of this Agreement, the expenditures will be disallowed, and funds must be returned immediately.

#### **SECTION 13- AUDIT & DISCLOSURE**

1. The Fiscal Agent shall utilize generally accepted accounting principles (GAAP) and shall maintain the accounting records, and other records and information relevant to this Agreement to enable IWD and MVWDB, and other authorized officials to audit this Agreement.
2. MVWDB and any duly authorized official of the State or Federal government shall have full access to and the right to examine, audit, excerpt, and/or transcribe any of the Fiscal Agent's records pertaining to all matters covered by this Agreement. The Fiscal Agent agrees to transfer records pertinent to this grant and work undertaken to IWD or MVWDB, upon their written request. The Fiscal Agent shall also permit IWD or MVWDB and authorized State and Federal officials access to its personnel for purposes of interviews and discussions related to such records as is deemed necessary by IWD or MVWDB to determine whether the Fiscal Agent is properly performing hereunder, complying with all terms, conditions, and provisions herein, and that WIOA Funds are being accounted for, utilized, expended appropriately, and in accordance with this Agreement. It is understood and agreed that all records access to personnel shall be made available during normal business hours.
3. The closeout of this grant does not affect the right of MVWDB or IWD or any duly authorized official of the State or Federal government to disallow costs and recover funds from the Fiscal Agent on the basis of a later audit or other review. In other words, the obligation of the Fiscal Agent to return any funds due as a result of an audit is not affected by the closeout of this grant or termination of this Agreement.
4. As required by 2 CFR § 200.113, Fiscal Agent shall immediately disclose to MVWDB and IWD and/or other appropriate authorities (with a copy to IWD and MVWDB) all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the use of WIOA Funds provided under this Agreement.

#### **SECTION 14- ASSIGNABILITY OR MERGER**

The Fiscal Agent shall NOT assign or transfer this Agreement to another person, or agency. This Agreement shall not be merged into any other oral or written agreement or contract.

#### **SECTION 15- COMPLIANCE WITH APPLICABLE LAWS AND REQUIREMENTS**

1. In performance under this Agreement, the Fiscal Agent agrees to fully comply with Applicable Law, regulations, policies, applicable cost principles, and all instructions, procedures, and requirements that IWD and MVWDB may prescribe. In particular, the Fiscal Agent agrees to establish internal controls, including oversight and monitoring processes and procedures, to have reasonable assurance that the Fiscal Agent is administering and/or carrying out WIOA activities and services in compliance with Applicable Law and these terms and conditions.
2. State and Local Policy may be modified during the term of this Agreement. The Fiscal Agent is required to be familiar with all state and local board policies. An Amendment to this contract may be required by either party. Any changes that create additional time or resources will require an increase in payment due to increased costs to provide the service.

#### **SECTION 16- CONFLICT OF INTEREST AND NEPOTISM**

1. The Fiscal Agent shall avoid conflict of interest established in Federal Register - OMB 2 CFR Chapter I and II, Part 200 (OMNI Circular) and any appearance of a conflict of interest in all transactions involving the awarding of financial assistance or procurement of services or property using the Agreement funds. Fiscal Agent's Employees have no voting rights. Conflict of interest guidelines as established in WIOA will take precedence over any Fiscal Agent conflict of interest policies and procedures.
2. Fiscal Agent agrees it currently has no conflict of interest, which would conflict in any manner or degree with the performance required under this Agreement. Fiscal Agent further agrees that no person having any future conflict will perform services under this Agreement.
3. Fiscal Agent agrees to have involved staff fill out a conflict of interest form.

#### **SECTION 17- DEBARMENT, SUSPENSION, OR DECLARED INELIGIBLE**

1. Fiscal Agent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It is each party's affirmative duty to notify IWD and MVWDB if it, or any of its principals, is sanctioned or debarred, or becomes sanctioned or debarred. Each party acknowledges that suspension or debarment is cause for termination of this Agreement.
2. Fiscal Agent agrees to comply with all requirements established by the Office of Management and Budget (OMB) concerning participation in the Dun and Bradstreet Data Universal Numbering System (DUNS), registration with the Federal System for Awards Management (SAM), and maintenance of such participation and registration, including ensuring currency of information. The Fiscal Agent understands that no entity may receive an award of WIOA Funds unless the entity has provided its unique entity identifier (code that is unique to an entity registered with SAM) to IWD and MVWDB and that DUNS and EIN numbers shall remain active until closeout of this contract.

#### **SECTION 18- WORKPLACE SAFETY**

The Fiscal Agent agrees to provide a safe and secure place of work and shall maintain all legally required health and safety standards.

#### **SECTION 19- SEPARATE ENTITY**

1. Nothing in this Agreement should be construed as creating or establishing the relationship of partners, joint venture (or other association of any kind or agent or principal relationship) between the parties. No party has the authority to enter into any Agreement or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Agreement.
2. Neither Fiscal Agent, nor anyone employed by Fiscal Agent to fulfill the terms of this Agreement, will be considered employees of MVWDB or IWD. Employees of the Fiscal Agent will be under the sole direction and control of the Fiscal Agent and will not be entitled to any compensation, rights, or benefits from MVWDB or IWD.



3. Any and all claims on behalf of any person arising out of employment or termination against the Fiscal Agent, its officers, or its agents will in no way be the responsibility of MVWDB or IWD. The Fiscal Agent will hold MVWDB and IWD harmless from any and all such claims.
4. This Agreement does not create an employment relationship or establish any other employment-related rights. Personnel of Fiscal Agent are not and will not be considered employees of MVWDB or IWD, nor will they be under the supervision of MVWDB or IWD. MVWDB and IWD have no obligation to provide any wages, benefits, insurance, or other employment-related coverage for the employees, representatives, guests, or invitees of the Fiscal Agent.

#### **SECTION 20- DRUG-FREE WORKPLACE**

1. The Drug-Free Workplace Act of 1988, 41 USC §§ 702 et seq., and 2 CFR Part 182 require that all organizations receiving grants from or through any Federal agency maintain a drug-free workplace. The Fiscal Agent agrees to maintain a drug-free workplace and agrees to provide a copy of its drug-free workplace policy at any time upon request by IWD.
2. The Fiscal Agent shall notify MVWDB and IWD if an employee working on this contract is convicted of violating a criminal drug statute.

#### **SECTION 21- FORCE MAJEURE**

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this Agreement due to a natural disaster, public health crisis, or other similar events outside the control of and not the fault of the affected party (Force Majeure Event). A Force Majeure Event shall not constitute a breach of this Agreement. The party affected shall immediately give notice to the other party of the Force Majeure Event. Either party may grant relief from the performance of this Agreement if the other party is prevented from the performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the party giving notice. To obtain release based on a Force Majeure Event, the party shall file a written request for such relief with the other party. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this Agreement.

#### **SECTION 22- GOVERNING LAW**

The terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this Agreement shall be brought in the State of Iowa. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the State of Iowa, IWD, CIJDC or MVWDB.

#### **SECTION 23- INDEMNIFICATION AND SOVEREIGN IMMUNITY**

Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, the Fiscal Agent agrees to indemnify and hold the State of Iowa, IWD, MVWDB, and its officers and employees harmless from any and all liabilities, damages, settlements, judgments, costs, and expenses, including reasonable attorney's fees of the Attorney General's Office, and the costs and expenses and attorney fees of other counsel required to defend the MVWDB, State of Iowa or the Department, related to or arising from:

1. Any violation of this Agreement by the Fiscal Agent; or
2. Any negligent acts or omissions of the Fiscal Agent; or
3. Any failure by the Fiscal Agent to comply with all local, state, and federal laws and regulations; or
4. Any failure by the Fiscal Agent to make all reports, payments, and withholdings required by federal and state law with respect to social security, employee income, and other taxes, fees, or costs required by the Fiscal Agent to conduct business in the State of Iowa; or
5. Any infringement of any copyright, trademark, patent, or other intellectual property right.
6. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity and no provision shall be construed as such.

## **SECTION 24- INSURANCE**

The Fiscal Agent shall maintain in effect, with insurance companies of recognized responsibility, at its expense unless otherwise provided, the following types of insurance which shall, among other things, insure against any loss or damage resulting from the Fiscal Agent's performance of this Agreement and shall include coverage for individuals identified to provide services for the Fiscal Agent under this Agreement:

1. Liability and Errors & Omissions Insurance.
2. Workers Compensation
3. Unemployment Insurance - Unemployment insurance costs are allowable.
4. Property & Casualty Insurance
5. All such insurance policies shall remain in full force and effect for the entire life of this Agreement.

## **SECTION 25- NONDISCRIMINATION AND ACCESSIBILITY PROVISIONS**

Fiscal Agent agrees to comply with all applicable local, State, and Federal statutes, regulations, and mandates regarding civil rights, equal opportunity employment, and nondiscrimination.

1. Title VI of the Civil Rights Act of 1964, 42 USC §§ 2000d et seq.
2. Title VII of the Civil Rights Act of 1964, 42 USC§ 2000e.
3. The Rehabilitation Act of 1973, 29 USC §§ 794 et seq.
4. The Americans with Disabilities Act of 1990, 42 USC §§ 12101 et seq.
5. The Age Discrimination Act of 1975, 42 USC §§ 6101 et seq.
6. The Age Discrimination in Employment Act, 29 USC § 621.
7. Title IX of the Education Amendments of 1972, 29 USC §§ 1681 et seq.
8. The Architectural Barriers Act of 1968, 42 USC §§ 4151 et seq.
9. Nondiscrimination provisions of the Workforce Innovation and Opportunity Act, including but not limited to, those in Section 184 and Section 188, and regulations implementing those provisions, including 29 CFR Part 38.

## **SECTION 26- NOTICE OF PENDING LITIGATION**

CIJDC & MVWDB shall notify the other party within fourteen (14) working days after being served with a summons, complaint, or other pleadings in a case that involves services or activities provided or funded under this Agreement and which has been filed in any Federal or State court. CIJDC & MVWDB Upon shall provide the other party with copies of documents related to such litigation.

## **SECTION 27- POINT OF CONTACT AND NOTICES**

1. The following individuals are designated Points of Contact (POC) for the parties:

### **MISSISSIPPI VALLEY WORKFORCE DEVELOPMENT BOARD**

Dennis Duke  
Board Chair  
[dduke@carlanelsonco.com](mailto:dduke@carlanelsonco.com)  
1815 Des Moines Ave.  
Burlington, IA 52601

Miranda Swafford  
Executive Director  
[director@mississippivalleyworkforce.org](mailto:director@mississippivalleyworkforce.org)  
550 S Gear Avenue, Ste 35  
West Burlington IA 52655

### **Central Iowa Juvenile Detention Center**

Kassie Ruth  
Fiscal Director  
[kassie@cijdc.com](mailto:kassie@cijdc.com)  
2317 Rick Collin Way  
Eldora, Iowa 50627

Tony Reed  
Executive Director  
[tony@cijdc.com](mailto:tony@cijdc.com)  
2317 Rick Collin Way  
Eldora, Iowa 50627

2. All notices shall be in writing and shall be deemed RECEIVED if served personally or mailed by Certified U.S. Mail to the POCs at their respective addresses set forth in this Agreement. All notices shall be deemed delivered upon personal service date or Certified received date. All notices must also be emailed to all parties.

### **SECTION 28- CORRECTIVE ACTION AND SANCTIONS**

1. Fiscal Agent may be subject to corrective action and sanctions for action or inaction of any listed items.
2. In addition to default termination provisions as contained in this Agreement, MVWDB or IWD may take such other action, including but not limited to, the following: (1) suspend further performance under this Agreement, pending completion of necessary corrective action(s); (2) withhold further payments until necessary corrective actions are taken; or (3) other appropriate action, as determined by MVWDB or IWD. Violation of the terms of this Agreement may result in the loss of any future WIOA Funds for the Local Area and may require repayment of amounts already disbursed by IWD and/or received by the Fiscal Agent.

### **SECTION 29- TERMINATION & SUSPENSION**

This Agreement shall terminate upon the occurrence of any or all of the following:

1. Mutual, written agreement of the parties.
2. Upon thirty (30) days written notice by either CIJDC or MVWDB.
3. Should this Agreement be declared void or unenforceable by order of a court.
4. Expiration of the term of this Agreement.
5. In the event of a default of the terms of this Agreement by Fiscal Agent, or failure by Fiscal Agent to make sufficient progress so as to endanger performance, MVWDB may suspend or terminate this Agreement:
  - a. Suspension: After fourteen (14) days' notice to Fiscal Agent, MVWDB may suspend this Agreement, pending corrective action by Fiscal Agent,
  - b. Termination: MVWDB may terminate this Agreement in whole or in part at any time before the date of completion whenever it is determined that Fiscal Agent has failed to comply with the terms and conditions of this Agreement.
    - i. MVWDB shall promptly notify Fiscal Agent in writing of the determination and the reasons for the termination, together with the effective date.
    - ii. Payments may include, but are not limited to, payments allowed for costs determined to be in compliance with the terms of this Agreement, up to the date of termination.
    - iii. The Fiscal Agent shall return to MVWDB all unspent MVWDB funds in 45 days.
6. Should funds not be appropriated or available to MVWDB:
  - a. MVWDB may terminate this Agreement according to termination guidelines
  - b. Fiscal Agent shall be entitled to receive just and equitable compensation for performance, which has been satisfactorily completed as of the termination date.
7. In the event of termination, the Fiscal Agent shall not encumber or incur new obligations after the effective date of termination and shall cancel as many outstanding obligations as possible.

### **SECTION 30- MODIFICATION OF AGREEMENT**

Either party may propose amendments to this Contract at any time. Proposed amendments shall be presented to the parties at least ten (10) days prior to consideration of the amendment. Both parties must approve the amendment in accordance with their respective bylaws or processes for approval.

### **SECTION 31- SEVERABILITY**

If any term or condition of this Agreement is declared by a court to be invalid, illegal or unenforceable, the remainder shall be valid and enforceable; and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the provision held to be invalid or illegal or unenforceable.

**SECTION 32- APPROVAL & SIGNATURES**

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, each party to this Agreement represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Agreement, and that the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their signatures below on the latest day and year specified below:

DocuSigned by:  
*Tony Reed* 2023-Jul-07 | 07:50:01 CDT  
 9E75FF2007BF4EF...  
 \_\_\_\_\_  
**Tony Reed, Executive Director CIJDC** **Date**

**CIJDC Duns # 963840579**

DocuSigned by:  
*Dennis Duke* 2023-Jul-06 | 09:23:26 CDT  
 99EED4E165DF45D...  
 \_\_\_\_\_  
**Dennis Duke, Chair MVWDB** **Date**

DocuSigned by:  
*Miranda Swafford* 2023-Jul-06 | 09:22:45 CDT  
 5306A56024AF409...  
 \_\_\_\_\_  
**Miranda Swafford, Executive Director** **Date**