

Iowa Workforce Development Region 07 Grant Agreement

Iowa Workforce Development
1000 East Grand Avenue
Des Moines, Iowa 50319-0209

Hawkeye Community College
1501 E. Orange Road
P.O. Box 8015
Waterloo, Iowa 50704-8015

Effective Date: **July 1, 2015**

Expiration Date: **June 30, 2020**

Agreement Number: **17-W-07-WI-OA**

Federal ID Number: **42-0925362**
DUNS # 073485716

This Agreement is entered into between the Iowa Workforce Development, hereinafter referred to as the Department, Iowa Workforce Development, or IWD, at 1000 East Grand Avenue, Des Moines, Iowa 50319-0209, and Hawkeye Community College, 1501 E. Orange Road, P.O. Box 8015, Waterloo, Iowa 50704-8015, hereinafter referred to as the HCC, an institute of higher education.

ARTICLE 1 DEFINITIONS

As used in this Agreement, the following terms shall apply:

- 1.1 **AGREEMENT.** "Agreement" means all of the exhibits, attachments and documents referred to in this Agreement and all other instruments or documents executed by the parties or otherwise required in connection with the Agreement.
- 1.2 **HCC.** Means an organization(s) selected by a local, state, or federal governing body to receive one or more of the Funding Sources identified in this Agreement.
- 1.3 **EFFECTIVE DATE.** "Effective Date" means the date on which the Agreement begins and obligation of funds is allowable.
- 1.4 **EXPIRATION DATE.** "Expiration Date" means and is the date on which this Agreement ends and all accrual of expenses associated with this Agreement shall cease.
- 1.5 **FUNDING PERIOD.** "Funding Period" means the period of time when a given program's funds are available for expenditure.
- 1.6 **PROGRAMS.** "Programs" means all funding sources under this Agreement and their associated laws, rules, regulations, policies and procedures, and subsequent amendments and updates governing each funding source.
- 1.7 **PROPERTY.** Tangible items having a useful life of more than one (1) year and an acquisition cost of five thousand dollars (\$5,000) or more per unit or in aggregate. All data processing equipment (except internal parts, monitors, and keyboards) regardless of original cost shall be tracked and reported on the Department property system for Help Desk purposes.
- 1.8 **REGIONAL WORKFORCE INVESTMENT BOARD (RWIB).** "Regional Workforce Investment Board (RWIB)" means the local board appointed by the governor in each IWD Region in accordance with Iowa Code section 84A which is responsible for leading the design and delivery of the Regional Service Delivery System.
- 1.9 **STATE FISCAL YEAR.** The period from July 1 of a given year to June 30 of the following year.

**ARTICLE 2
FUNDING AND AWARD**

- 2.1 **FUNDING SOURCE.** The source of funding for this Agreement is an appropriation from federal resources as identified in this Agreement.
- 2.2 **PROGRAM INCOME AND INTEREST.** Any program income generated must be reported monthly to the Department. All program income must be used for purposes of this Agreement and the program that generated that income and interest. Documentation of such use is the responsibility of HCC. Program income is identified in Federal Register-OMB 2 CFR Chapter I and II, Part 200 (OMNI Circular).
- 2.3 **RECEIPT OF FUNDS.** Funds received by the Department for this Agreement is through U.S. Department of Labor, Employment and Training Administration.
- 2.4 **PRIOR EXPENSES.** No expenditures may be made prior to the Effective Date and the budgets contained therein, unless approved by the Department.
- 2.5 **WORK TO BE PERFORMED.** Subject to the terms and conditions set forth in this Agreement, the Department retains HCC for the furnishing of services and disbursement of funds as specifically outlined in this Agreement, attached hereto, and incorporated by this reference, and for such other tasks to which the Department and HCC may agree in writing.
- 2.6 **ANNUAL FUNDING.** Funding will be made available on a year to year basis, dependent upon congressional action which appropriates funds for these programs. The local Regional Workforce Investment Board (RWIB) and the Chief Elected Official (CEO) board approve the continuation of funding to this HCC. Additional termination policies are identified in Article 3.1.
- 2.7 **SUBCONTRACTS.** HCC shall not subcontract to have another individual or organization perform or provide the direct services to customers which are covered by this Agreement without the express written consent of the RWIB and CEO boards.

**ARTICLE 3
TERMINATION, DEFAULT, AND REMEDIES**

- 3.1 **TERMINATION.** This Agreement may be terminated by the Department or HCC in any of the following circumstances:
- (A) **TERMINATION FOR CONVENIENCE.** The Department or HCC may terminate this Agreement in whole or in part for convenience without the payment of any penalty or incurring any further obligation. Termination for convenience shall become effective at the end of the state fiscal year unless the party terminating for convenience can demonstrate hardship or good cause for an earlier termination date. A minimum of ninety (90) days' notice prior to termination must be provided in writing to the non-terminating party. Following termination for convenience, the non-terminating party shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Agreement to the terminating party up to and including the date of termination. Payment shall be made, provided the Contractor has complied with the cost limitations of the applicable program.
- (B) **TERMINATION FOR CAUSE.** The Department, in its sole discretion, may terminate this Agreement, in whole or in part, if HCC is in default of this Agreement as described in Article 3.3. If default exists, the Department may terminate this Agreement, in whole or in part, in accordance with the terms set out in Articles 3.4 and 3.5 of this Agreement. In determining whether default exists, the Department, in its discretion, may consult with the Regional Workforce Investment Boards and the IWD Board.
- (C) **TERMINATION DUE TO LACK OF FUNDS OR CHANGE IN LAW.** Notwithstanding anything in this Agreement to the contrary, and subject to the limitations, conditions, and procedures set forth below,

the Department shall have the right to terminate this Agreement without penalty by giving sixty (60) days written notice to HCC as a result of any of the following:

- 1) The Legislature or U.S. Congress fails to appropriate funds sufficient to allow the Department to operate as required and to fulfill its obligations under this Agreement; or
- 2) If funds are de-appropriated or not allocated; or
- 3) If the Department's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Department; or
- 4) If the Department's duties are substantially modified.

Iowa Workforce Development agrees to make reasonable requests for the necessary funds. If any appropriation to cover the costs of this Agreement becomes available within sixty (60) days subsequent to termination under this clause, the Department agrees to re-enter the Agreement with HCC under the same provisions, terms and conditions as the original Agreement.

- (D) **TERMINATION FOR FAILURE TO MEET PERFORMANCE.** IWD, in its sole discretion may terminate this Agreement in whole or in part, due to the failure of HCC to meet performance measures as identified in this Agreement. The RWIB/CEO Board may request the Department to terminate the Agreement for one of the reasons stated in paragraph "C" above with HCC in whole or in part. IWD will review the request and provide their recommendation to terminate or place HCC in Default status set out in Article 3.4 of this Agreement.

- 3.2 **PROCEDURE UPON TERMINATION.** In the event of termination of this Agreement, disbursements shall be allowed up to the date of termination for costs incurred by HCC and determined by the Department to be in compliance with this Agreement. HCC shall return to the Department all unencumbered proceeds within forty-five (45) days of the Agreement Termination.

- 3.3 **EVENTS OF DEFAULT.** The occurrence of any one or more of the following may constitute an Event of Default under this Agreement:

- (A) **MATERIAL MISREPRESENTATION.** Any representation, warranty or statement made or furnished to the Department by, or on behalf of, HCC in connection with this Agreement or to induce the Department to make an Agreement with HCC is determined by the Department to be incorrect, false, misleading or erroneous in any material respect when made or furnished and is not remedied to the Department's satisfaction within thirty (30) days after written notice by the Department is given to HCC.
- (B) **NONCOMPLIANCE.** Failure by HCC to comply with any of the covenants, terms or conditions contained in this Agreement or Agreements executed in connection with this Agreement.
- (C) **MISSPENDING.** Expenditure of Agreement proceeds for purposes not described in this Agreement or as authorized by the Department in writing.
- (D) **INSOLVENCY OR BANKRUPTCY.** Insolvency or bankruptcy of HCC, or HCC's admission in writing of its inability to pay its debts as they mature, or an assignment by HCC for the benefit of creditors, or HCC's application for or consents to the appointment of a trustee or receiver for HCC or for the major part of its property; or the appointment of a trustee or receiver for HCC or for all or a substantial part of the assets of HCC and the order of such appointment is not discharged, vacated or stayed within sixty (60) days after such appointment; or institution of bankruptcy, reorganization, arrangement, insolvency, or liquidation proceedings or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors, by or against HCC and, if instituted against HCC is consented to, or, if contested by HCC is not dismissed by the adverse parties or by an order, decree or judgment within sixty (60) days after such institution. HCC must inform the Department of intention to file a petition in bankruptcy at least five days prior to filing such a petition. HCC's filing for bankruptcy without conforming to this requirement shall be deemed a material, pre-petition incurable breach.

- (E) **AUDITOR'S OPINION.** HCC's receipt of a qualified or adverse opinion from an auditor on a certified audit of financial statements.
 - (F) **HCC CHANGES.** A material change in HCC's ownership, structure or control, which occurs without the prior, written disclosure to the Department.
- 3.4 **NOTICE OF DEFAULT.** If there is a default event, the Department shall provide written notice to HCC requesting that the breach or noncompliance be immediately remedied. Written notice shall also be provided to the RWIB/CEO Board. In the event that the breach or noncompliance continues to be evidenced thirty (30) days beyond the date of the written notice, the Department may (a) immediately terminate the Agreement, in whole or in part, without additional written notice or (b) enforce the terms and conditions of this Agreement and seek any legal or equitable remedies. In the event of default due to violation of the material terms of this Agreement or it is determined a violation of federal or state laws has occurred, then the Department will suspend or delay payments to HCC prior to and during the issuance of the default notice and thirty (30) day period.
- 3.5 **REMEDIES UPON DEFAULT.** If, after opportunity to cure, the default remains, the Department shall have the right, in addition to any rights and remedies otherwise available to do one or more of the following:
- (A) Exercise any remedy provided by law,
 - (B) Require immediate repayment of the full amount of funds disbursed to HCC under this Agreement which have not been disbursed by HCC,
 - (C) Require immediate repayment of any and all funds disbursed to HCC under this Agreement which have been disbursed by HCC in violation of any rules and regulations incorporated or cited in this Agreement,
 - (D) Terminate this Agreement as described in Article 3.1 of this Agreement.

ARTICLE 4 FINANCIAL MANAGEMENT

Unless and until the following conditions have been satisfied, the Department shall be under no obligation to disburse to HCC any amounts under the Agreement:

- 4.1 **AGREEMENT EXECUTED.** The Agreement must have been properly executed and, where required, acknowledged.
- 4.2 **FINANCIAL MANAGEMENT.** HCC must establish and maintain a financial system which 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 Department reserves the right to review and approve the financial management system.
- 4.3 **FINANCIAL MANAGEMENT SYSTEM.** HCC's financial management system shall have procedures in place to ensure that:
- (A) Adequate administrative and internal controls are in place to safeguard funds;
 - (B) Expenditures are reported against component/activity and funding source;
 - (C) Financial records are kept that accurately and properly reflect program costs;
 - (D) Reports are accurate and submitted on time;
 - (E) Compliance with the Programs financial management, state and federal regulations, and Agreement General and Special Provisions is maintained;
 - (F) Costs incurred are necessary, reasonable, and allocable to the program;
 - (G) Costs are allowable;
 - (H) Any working capital advance payments are kept to a minimum, and in compliance with policies in this section;
 - (I) Program income is identified including controls to ensure the proper reporting, use, and accountability of those funds;

- (J) Information necessary to evaluate the effectiveness of the Agreement is documented;
- (K) Time and attendance or exception reporting records is maintained;
- (L) Costs incurred in another program are not shifted to this Agreement to overcome fund deficiencies, avoid restrictions imposed by law or Agreement, or any other reason.

4.4 **ACCOUNTING PROCEDURES.** HCC's financial management system must include accounting procedures for:

- (A) Coding of obligations and expenses;
- (B) Reviewing, editing, and approving expenditures for accuracy, allowability and allocability;
- (C) Reconciling books of account with bank statements;
- (D) Posting transactions to books of account;
- (E) Preparing trial balances;
- (F) Preparing financial reports in accordance with guidelines provided by the Department;
- (G) Maintaining a petty cash system, if one is used;
- (H) Maintaining a cash receipt and disbursement system;
- (I) Distributing joint costs in accordance with the Cost Allocation Plan, the Memorandum of Understanding (MOU) and other applicable regulations;
- (J) Safeguarding unsigned and signed checks; and
- (K) Maintaining a payroll system
- (L) Application of the full federal approved indirect cost rate or 10% De Minimum rate, if applicable.

4.5 **BONDING.** Any individual who is authorized to act on behalf of HCC for the purpose of receiving or depositing Agreement funds into Program accounts or issuing financial documents, checks, or other instruments of payment for Program costs must be covered by a fidelity bond. The minimum amount of the bond must be at least the lower of either one hundred thousand dollars (\$100,000) or the amount of the highest advance on reimbursement received through checks or drawdown during the term of Agreement.

4.6 **CLOSE OUT.** HCC must complete and submit closeout documents as provided by the Department. Such closeout documents must be submitted within forty-five (45) days after:

- (A) The end of the state fiscal year; or
- (B) As designation by the Department

HCCs shall submit the original close out documents to Iowa Workforce Development, Attention: Financial Management, 1000 E. Grand Avenue, Des Moines, Iowa, 50319, and electronically to the e-mail address provided by the Department.

ARTICLE 5 REIMBURSEMENT OF FUNDS

5.1 **REQUEST FOR REIMBURSEMENT.** All disbursements of Agreement funds by the Department shall be subject to receipt by the Department of requests for disbursement submitted by HCC. Requests for disbursement shall be in form and content acceptable to the Department.

5.2 **LIMIT ON AGREEMENT PROCEEDS ON HAND.** HCC shall keep all cash balances from funds paid to them by IWD, to no more than immediate cash needs.

5.3 **METHOD OF PAYMENT.** Most funds will be disbursed through the electronic funds transfer system established by the Department. HCC will request funds on the dates established by the Department. Generally, unless otherwise stated in the Special Provisions, this will be performed on Fridays of each week and transferred to HCC's account(s) by Friday of the following week. This schedule will be adjusted for state and federal holidays. Requests shall be submitted by an individual who is approved by HCC and Iowa Workforce Development. The Department must receive one signed copy of the Request for Funds form prior to the next scheduled funding request date.

- (A) **REPORTING.** Monthly expenditure report files are to be completed by an individual who is approved by HCC and Iowa Workforce Development by the 20th of each month. Expenditures must be reported on an accrual basis for each of the quarters ending March 31, June 30, September 30, and December 31 for all sources of funds.
- (B) **GENERAL CONDITIONS.** The Department may adjust cash advances or reimbursements to HCC at any time during the Agreement period. HCC shall return all unexpended funds to the Department within the time frames established by the Department. Due dates are contingent upon the reason for returning funds. Closeout advance balances will be due according to the time periods established in Article 4.6. All other funds that must be returned are due immediately upon determination by HCC or Department that an excess balance exists.

The Department may suspend or delay payments to HCC at any time period to the date of completion of the Agreement. Generally this is done whenever it has been determined that a violation of Agreement terms, federal or state laws has occurred.

The Department reserves the right to modify the payment procedure upon written notice.

- 5.4 **SALARY LIMITATIONS.** No salaries shall be paid to an individual that charges time either directly or indirectly against the WIOA programs, that exceeds the Executive Level II of the federal executive pay scale. This is true regardless of whether the individual charges all or a portion of their salary directly or indirectly against these programs. WIOA shall not pay a portion that would calculate out to an annual full compensation to an individual that is in excess of the Executive Level II pay.
- 5.5 **LIMITATION.** The Department shall not, under any circumstances, be obligated financially under this Agreement except to disburse funds according to the terms of the Agreement.

ARTICLE 6 HCC AUTHORITY AND REPRESENTATIONS

In order for the Department to enter into this Agreement HCC represents, covenants and warrants that:

- 6.1 **AUTHORITY.** HCC assures and certifies that: (a) HCC possesses the legal authority to individually and jointly enter into this Agreement; and (b) a resolution, motion or similar action has been duly adopted or passed as an official act of each member of HCC's governing body, authorizing and empowering HCC to execute and deliver this Agreement; and authorizing the person or persons identified below as the official representative(s) of HCC to act on behalf of HCC in connection with this Agreement and provide any additional information as may be required by the Department.
- 6.2 **FINANCIAL INFORMATION.** All financial statements and programmatic reports provided to the Department are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the effective date of the statements and related materials, and no material adverse change has occurred since that date.
- 6.3 **CLAIMS AND PROCEEDINGS.** There are no actions, lawsuits or proceedings pending or, to the knowledge of HCC, threatened against HCC affecting in any manner whatsoever their rights to execute the Agreement or the ability of HCC to otherwise comply with the obligations of HCC contained under the Agreement. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of HCC, threatened against or affecting HCC, which would adversely affect any of the statements of work incorporated herein.
- 6.4 **PRIOR AGREEMENTS.** HCC has not entered into any oral or written Agreements or arrangements of any kind which are inconsistent with the Agreement.
- 6.5 **BUSINESS LICENSES AND PERMITS.** HCC has materially complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the obligations under this Agreement.

6.6 **DEBARMENT AND SUSPENSION.** HCC must retain certification on non-debarment and suspension from any Sub-Recipient who will have single or aggregate Agreements of twenty-five thousand dollars (\$25,000) or more, as set forth in Federal Register-OMB 2 CFR Chapter I and II, Part 200 (OMNI Circular). HCC certifies that it and its principals:

- (A) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (B) Have not within a three-year (3) period preceding this Agreement 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 Agreement under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (C) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in Article 6.6(B) of this Agreement; and
- (D) Have not within a three-year (3) period preceding this Agreement had one (1) or more public transactions (federal, state, or local) terminated for cause or default.

ARTICLE 7 COVENANTS OF HCC

7.1 **ACCESS TO RECORDS.** HCC shall permit the Auditor of the State of Iowa or any authorized representative of the state or department and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of HCC relating to orders, invoices, or payments or any other documentation or materials pertaining to this Agreement. HCC shall not impose a charge for audit or examination of the books and records.

7.2 **RECORDS RETENTION.** HCC and its Sub-Recipients must maintain all records pertinent to this Agreement, including financial, statistical, property, and participant records and supporting documentation.

HCC shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the Department throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later.

All records must be retained for longer than the five-year (5) period if any litigation, audit, or claim is started and not resolved during that period. In these instances, the records must be retained for five (5) years after the litigation, audit, or claim is resolved.

HCC must maintain time and attendance records for any individual who receives any part of their wage from funds provided under this Agreement. At a minimum, such records must show all hours for which such individual provided services under this Agreement, including scheduled hours which were not worked, and must be signed by the funded individual and the immediate supervisor. Time sheets do not have to be signed by both the supervisor and the individual if a computerized time system is used with safeguards available to ensure that time has been properly entered by the individual and approved by the supervisor.

Exception methods of reporting are allowable for non-participants (meaning staff/employees) if time and attendance is not used in the cost allocation process. However, exception methods require that leave time be documented through means of tracking consistent with the policies of HCC.

Records for property must be retained for a period of five (5) years after the final disposition of the property.

- 7.3 **NOTICE OF HCC CHANGES.** HCC shall provide prompt advance notice to the Department of any proposed changes in HCC's ownership, structure, or control. The Department will have thirty (30) days after notice of HCC's change in ownership, structure or control to provide notice and terminate this Agreement. In the event the Department does not provide notice of termination within thirty (30) days, then the change shall be deemed to be accepted and the Agreement remain in effect.
- 7.4 **DOCUMENTATION.** HCC shall deliver to the Department, upon request, 1) copies of all Agreements or agreements relating to the Agreement; 2) invoices, receipts, statements or vouchers relating to the Agreement; 3) a list of all unpaid bills for labor and materials in connection with the Agreement; 4) budgets and revisions showing estimated Agreement costs and funds required at any given time to complete and pay for the Agreement; and 5) current and year-to-date operating statements, including but not limited to a Cash Flow Analysis and Balance Sheet and Trial Balance, not older than sixty (60) days from the date of request.
- 7.5 **NOTICE OF PROCEEDINGS.** HCC shall promptly notify the Department of the initiation of any claims, lawsuits or proceedings brought against HCC which would adversely affect the Agreement or HCC's ability to meet the obligations contained in this Agreement.
- 7.6 **INDEMNIFICATION.**
- (A) **By HCC.** HCC agrees to defend, indemnify and hold the State of Iowa and the Department 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 State of Iowa or the Department, related to or arising from:
- 1) Any violation of this Agreement by HCC; or
 - 2) Any negligent acts or omissions of HCC; or
 - 3) Any failure by HCC to comply with all local, state and federal laws and regulations; or
 - 4) Any failure by HCC 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 HCC to conduct business in the State of Iowa; or
 - 5) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right.
- (B) **By the Department.** Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, the Department agrees to indemnify HCC and hold it harmless against any and all losses, costs, damages, expenses, claims, demands, causes of action, judgments and settlements arising out of the Department's negligence or wrongful acts or omissions in the performance of this Agreement. HCC shall be responsible for all damages to persons or property that occurs as a result of HCC's fault, negligence, gross negligence, bad faith, fraud, or other wrongful acts in the performance of this Agreement.
- Any indemnification by the Department shall be subject to the prior approval of an appropriation of funds by the General Assembly and Governor of the State of Iowa and the allotment of funds by the Iowa Department of Management as may be required by law, and HCC shall furnish the State with a detailed estimate of any expected claim, loss, liability, damage and/or expense for the State's use in obtaining such approval and appropriation or allotment. Indemnification is further conditioned on the following:
- 1) HCC and the State or IWD shall cooperate to provide prompt written notice of any expected, threatened or actual claim, loss, liability, damage or expenses.
 - 2) HCC and the State or IWD shall at all times cooperate both in document production and personnel time.
- 7.7 **AGREEMENT FEES.** HCC shall promptly pay all appraisal, survey, recording, title, license, permit and other fees and expenses incurred incident to the Agreement.

- 7.8 **CONFIDENTIALITY.** HCC assures that proper safeguards will be taken to protect the confidentiality of the information, such as financial records and participant files, as required by Iowa Code 2016 section 217.30, and Federal Register-OMB 2 CFR Chapter I and II, Part 200 (OMNI Circular).
- 7.9 **HCC'S INTEREST.** HCC shall not, without prior written disclosure to the Department and prior written consent of the Department, assign, waive, or transfer any of HCC's rights, powers, duties, or obligations under this Agreement.

ARTICLE 8 GENERAL TERMS AND PROVISIONS

- 8.1 **BINDING EFFECT.** This Agreement shall be binding upon HCC and the Department and their respective heirs, successors, legal representatives and assigns. The obligations, covenants, warranties, acknowledgments, waivers, Agreements, terms, provisions and conditions of this Agreement shall be jointly and severally enforceable against any party(s) to this Agreement. It is understood by HCC that:
- (A) **SEVERABILITY OF AGREEMENT.** If any portion of this Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Agreement shall survive the execution of all instruments herein mentioned and shall continue in full force until the Agreement allowable expenditures incurred by HCC are paid in full.
 - (B) **INTEGRATION.** The Agreement contains the entire understanding between HCC and Department and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are non-binding, void and of no effect. None of the parties have relied on any such prior representation in entering into this Agreement.
 - (C) **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
 - (D) **LIABILITY.** Unless otherwise stated in the special provisions attached herewith, HCC is liable for carrying out the activities and obligations of this Agreement, and for any default of such activities and obligations.
- 8.2 **COMPLIANCE WITH LAWS AND REGULATIONS.** HCC shall comply with all applicable state and federal laws, rules, ordinances, regulations and orders.
- 8.3 **INSURANCE.** HCC 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 HCC's performance of this Agreement and shall include coverage for individuals identified to provide services for HCC under this Agreement:
- (A) **WORKERS' COMPENSATION.** To the extent that the State's Workers' Compensation Act is applicable, HCC assures that benefits in accordance with that law shall be available.
 - (B) **UNEMPLOYMENT INSURANCE.** Unemployment insurance costs based on contribution system rates are allowable. Unemployment insurance costs based on the reimbursement system will be allowed, contingent upon the availability of a current and effective Agreement with HCC at the time of receipt of the reimbursement charge.
 - (C) **MAINTENANCE OF PROPERTY INSURANCE.** HCC shall maintain with financially sound and reputable insurers, insurance to protect its properties and business against losses or damages of the kind customarily insured against by corporations of established favorable reputation engaged in the same or similarly situated, including, but not limited to products liability insurance and auto insurance.

Each insurance policy shall name the State of Iowa and the Department as an additional insured or loss payee as applicable. All such insurance policies shall remain in full force and effect for the entire life of this Agreement.

- 8.4 **CONFLICT OF INTEREST.** HCC shall avoid conflict of interest established in Federal Register-OMB 2 CFR Chapter I and II, Part 200 (OMNI Circular) and in the handbook referenced in the applicable subsection(s) attached hereto and any appearance of conflict of interest in all transactions involving the awarding of financial assistance or procurement of services or property using the Agreement funds. No member of any council, board, or staff associated with this Agreement shall cast a vote on the provision of service by that member (or any organization, which that member directly represents) or vote on any matter which would provide direct financial benefit to that member. Conflict of interest guidelines as established in the WIOA Handbook referenced in the applicable subsection(s) attached hereto, will take precedence over any HCC or sub-recipient conflict of interest policies and procedures, unless otherwise specified in the subsection(s) attached hereto.
- 8.5 **FRAUD AND INVESTIGATIONS.** HCC must report all known or suspected cases of fraud, malfeasance, misapplication of funds, mismanagement, or other criminal activities for programs funded under this Agreement. Procedures for filing such reports and the appropriate forms are provided by the Department or in the handbook referenced in Article 9 in this Agreement.
- 8.6 **LOBBYING AND POLITICAL ACTIVITIES.** Funds provided under this Agreement may not be used to support any lobbying effort or provide assistance for any political activities as set forth in U.S. Department of Labor - Lobbying Disclosure Act of 1995 Section 18, regulations 29 CFR Part 93 and Federal Register-OMB 2 CFR Chapter I and II, Part 200 (OMNI Circular).
- 8.7 **AUDITS.** HCC shall have performed annually an independent financial and compliance audit of funds received under this Agreement. The audit must be conducted in accordance with applicable auditing standards set forth in financial and compliance elements of the Standards for Audit of Governmental Organizations, Program, Activities, and Functions and, when applicable, the requirements of P.L. 104-156 (Single Audit Act of 1996); and Federal Register-OMB 2 CFR Chapter I and II, Part 200 (OMNI Circular). HCC must furnish a copy of the Reporting Package and any pertinent Management Letters, as described in Federal Register-OMB 2 CFR Chapter I and II, Part 200 (OMNI Circular), to the Department within thirty (30) days after completion of the audit but no later than nine (9) months after the period being audited. Submittal of an entire copy of the audit is desirable but not required by Federal Register-OMB 2 CFR Chapter I and II, Part 200 (OMNI Circular).
- 8.8 **MONITORING REQUIREMENTS.** HCC's financial monitoring of their WIOA sub-recipients will be consistent with the guidelines established in this section for financial monitoring including, but not limited to, a review of overhead payments, client payments, reconciliation of expense and revenue reported and verification of staff wages paid in compliance with federal regulations. All monitoring that is completed will be in compliance with the WIOA Handbook.
- 8.9 **PROCUREMENT.** For the first year, HCC must follow procurement practices consistent with their procurement policies and procedures.

IWD shall obtain a certification from the state auditor stating that the grantee or contractor has an accounting system adequate to effect compliance with the terms and conditions of the grant or contract prior to entering into a contract or purchase of service agreement with a private agency that exceeds one hundred fifty thousand dollars or when the contract together with other grants or contracts awarded by the governor or a state agency during the fiscal year exceeds one hundred fifty thousand dollars in aggregate. This requirement is in accordance with the provisions contained in Code of State of Iowa Section 11.24.

- 8.10 **PROPERTY.** All property purchased with a unit acquisition value of five thousand dollars (\$5,000) or more must have written approval from the Department.

All property and equipment purchased for the administration of this Agreement or transferred to HCC belongs to the Department and shall continue to be the property of the Department when the Agreement

terminates, and shall not be used for any purpose other than to provide the services covered under this Agreement unless it has the express written consent of the Department.

HCC is responsible and liable for property purchased, assigned, or transferred for the administration of their program. Expenses associated with the purchase of insurance to protect the property in the event of loss or damage are considered an allowable expense under this Agreement.

Property guidelines and standards are established by the WIOA Handbook referenced in Article 9 of this Agreement.

HCC shall not acquire any real property using funds under this Agreement.

8.11 **CREATIVE COMMON LICENSE.** Upon acceptance of IWD of any intellectual property created as part of HCC's or Sub-Recipient's performance of this Agreement, that property shall become the exclusive property of IWD, free from any claim, lien or interest in the intellectual property, and HCC or Sub-Recipient shall not have any right to disclose or use any portion of an intellectual property created and delivered pursuant to this Agreement. This Agreement shall cover works made for hire and IWD shall have exclusive right to reproduce, modify, distribute, display, perform, or license the works. Where federal funds are involved, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant and (b) any rights of copyright to which a grantee, sub-recipients or a contractor purchase ownership with grant support, as set forth in Federal Register-OMB 2 CFR Chapter I and II, Part 200 (OMNI Circular).

8.12 **UNALLOWABLE COSTS.** 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 law, 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 recipient must be able to answer the following questions in the affirmative:

- (A) Is the cost an ordinary and necessary occurrence for the operation and performance of the Program?
- (B) Does the expense appear to be a sound business practice with arm's length bargaining and meets the terms and conditions of the Agreement with IWD?
- (C) Has the recipient acted with prudence in the circumstances considering their responsibilities to the entity, its employees, student where applicable, membership, the public and IWD?
- (D) Is the recipient purchasing goods or services at the current market price? Is the recipient deviating from their established practices and policies while incurring the cost and therefore, unjustifiably increasing the cost charged to the program?
- (E) Is there any appearance of a conflict of interest between the recipient and the vendor, sub-recipient or other entity from which the goods or services are being procured?
- (F) Is the expense excluded from the list of unallowable costs as provided in the WIOA Handbook?

Goods or services for personal use. Costs of goods or services for personal use of the governmental unit's employees are unallowable regardless of whether the cost is reported as taxable income to the employees. For example: breakroom supplies are not allowable.

If the Department determines at any time, whether through monitoring, audit, closeout procedures or by other means that HCC has received Agreement funds or requested reimbursement for costs which are unallowable under the terms of this Agreement, HCC 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 HCC are unallowable under the terms of this Agreement, the expenditures will be disallowed and procedures within the Debt Collection of WIOA Handbook must be followed.

- 8.13 **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 Des Moines, Iowa, in Polk County District Court for the State of Iowa. If, however, jurisdiction is not proper in the Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, provided that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the State of Iowa or the Department.
- 8.14 **AMENDMENT.**
- (A) Except as provided in Article 8.15, paragraph "B", below no change, modification, or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by Department and HCC.
- (B) Notwithstanding Article 8.15, paragraph "A" above, the Department may unilaterally modify this Agreement in order to accommodate any change in the program funding or any change in the interpretation of the Programs or any applicable federal, state or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to HCC as an amendment to this Agreement. Upon receipt of the unilateral modification, HCC may request termination of this Agreement in accordance with the conditions as provided in Article 3.1 above.
- 8.15 **NOTICES.** Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be in writing, enclosed in an envelope, addressed to the party to be notified at the address set forth in this Agreement (or at such other address as may have been designated by written notice), properly stamped, sealed and deposited in the United States Postal Service. Any such notice given shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The Department may rely on the address of HCC set forth in this Agreement, as modified from time to time, as being the address of HCC.
- 8.16 **WAIVERS.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Department and HCC, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.
- 8.17 **ENFORCEMENT EXPENSES.** HCC shall pay upon demand any and all reasonable fees and expenses of the Department, including the fees and expenses of their attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Department under this Agreement.
- 8.18 **DISPUTE SETTLEMENT.** Any controversy, claim, or dispute arising out of, or relative to this Agreement, or the breach thereof, shall be resolved pursuant to the Department's complaint procedure as identified by the WIOA Handbook referenced in Article 9 of this Agreement.
- 8.19 **COMPLIANCE WITH EEO/AA PROVISIONS.** As a condition to the award of financial assistance, HCC assures, with respect to the performance of all subsections under this Agreement and all agreements or arrangements to carry out the programs or activities, that it will:
- (A) Fully comply with the Federal Register-OMB 2 CFR Chapter I and II, Part 200 (OMNI Circular), and Section 188 of Workforce Investment Act of 1998 prohibits discrimination on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only, citizenship or participation in a WIA Title I-financially assisted program or activity.
- (B) Fully comply with nondiscrimination and equal opportunity provisions, including the Nontraditional Employment for Women Act of 1991 as amended; title VII of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990; and with all applicable requirements by or pursuant to regulations implementing those laws;
- (C) Fully comply with the Iowa Civil Rights Act of 1965 as amended, Iowa Executive Order 15 (1973), as amended by Iowa Executive Order 34 (1988). HCC assures that it has on file a copy of its Affirmative Action Statement, and if appropriate, a plan containing goals and time specifications;

- (D) Include in all subsections nondiscrimination and equal opportunity provisions as contained in this section;
 - (E) HCC shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment laws and regulations; and
 - (F) A breach of this Article shall be considered a material breach of this Agreement.
- 8.20 **COMPLIANCE WITH IWD INTERNET ACCESS AND ELECTRONIC MAIL POLICY.** HCC assures that any of its employees, or the employees of its Sub-Recipients, who have access to IWD's computer network, will comply with IWD's Internet Access and Electronic Mail Policy.
- 8.21 **HEADINGS.** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Agreement.
- 8.22 **SOVEREIGN IMMUNITY.** Nothing in this Agreement is intended to serve as a waiver of sovereign immunity and no provision shall be construed as such.
- 8.23 **CUMULATIVE RIGHTS.** The various rights, powers, options, elections, and remedies of each party provided in this Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies, or priorities allowed each party by law and shall in no way effect or impair the right of each party to pursue any other equitable or legal remedy to which each party may be entitled as long as any default remains in any way unremedied, unsatisfied, or undischarged.
- 8.24 **TIME IS OF THE ESSENCE.** Time is of the essence with respect to the performance of the terms of this Agreement.
- 8.25 **NOT A JOINT VENTURE.** Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, 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.
- 8.26 **SUPERCEDES FORMER AGREEMENTS.** This Agreement supersedes all prior Agreements between the Department and HCC for the services provided in connection with this Agreement.

ARTICLE 9 DOCUMENTS INCORPORATED BY REFERENCE

DOCUMENTS INCORPORATED BY REFERENCE. The following documents and subsequent amendments are hereby incorporated by reference:

- (A) The Iowa Administrative Code (Chapters 8f, 84A, 84B);
- (B) Social Security Act of 1935 as amended;
- (C) All requirements contained with Federal Register-OMB 2 CFR Chapter I and II, Part 200 (OMNI Circular);
- (D) Davis Bacon & Related Acts 40 U.S.C. 276a as amended;
- (E) The IWD Workforce Innovation and Opportunity Act handbook;
- (F) Senate File 2410;
- (G) All requirements contained in Iowa Code Section 19B.7 (Services);
- (H) All requirements contained in the final rules of Workforce Innovation and Opportunity Act (WIOA).

Copies of these are attached to this Agreement, as indicated, or on file with the Department. In the event said documents are not maintained by HCC, copies will be provided to HCC upon request. This list will be updated at such time as the WIOA proposed rules are released in either draft or final status.

**ARTICLE 10
EXECUTION**

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:

An Equal Opportunity Employer/Program
Auxiliary aids and services are available upon request for individuals with disabilities.

IOWA WORKFORCE DEVELOPMENT:

Beth Townsend, Director

Date

HAWKEYE COMMUNITY COLLEGE:

Dr. Linda Allen, President

Date

REGIONAL AGREEMENT 17-W-07-WI-OA
 EFFECTIVE DATE July 1, 2016
 SUB. MOD. DATE August 8, 2016
 SUB. MOD. NUMBER

BUDGET SUMMARY

WORKFORCE INNOVATION & OPPORTUNITY ACT (CFDA # 17.258,259,278)

FSR REPORTING

WIOA TITLE 1 *Budgeted SFY 17*
CATEGORIES *7-1-16 to 6-30-17*

PY15 Carryover (July 1st - June 30th)

Admin Adult	\$0.00
Admin Youth	\$0.00
Admin Dislocated Worker	\$0.00
Adult Program Svs, Formula	\$0.00
Youth Program Svs., Formula	\$0.00
Dislocated Worker Prg Svs, Formula	\$0.00
RWIB Youth Admin Funds	\$0.00
<i>Total</i>	<u>\$0.00</u>

PY15

FY16 Carryover (Oct 1st - June 30th)

Admin Adult	\$0.00
Admin Dislocated Worker	\$0.00
Adult Program Svs, Formula	\$0.00
Youth Program Svs., Formula	\$0.00
Dislocated Worker Prg Svs, Formula	\$0.00
Rapid Response Dislocated Worker Shortfall	\$0.00
<i>Total</i>	<u>\$0.00</u>

FY16

PY16 (July 1st - June 30th)

Admin Adult	\$2,235.00
Admin Youth	\$31,723.00
Admin Dislocated Worker	\$3,165.00
Adult Program Svs, Formula	\$20,119.00
Youth Program Svs., Formula	\$285,515.00
Dislocated Worker Prg Svs, Formula	\$28,481.00
RWIB Youth Admin Funds	\$0.00
<i>Total</i>	<u>\$371,238.00</u>

PY16

FY17 (Oct 1st - June 30th)

Admin Adult	\$0.00
Admin Dislocated Worker	\$0.00
Adult Program Svs, Formula	\$0.00
Dislocated Worker Prg Svs, Formula	\$0.00
<i>Total</i>	<u>\$0.00</u>

FY17

Overall Total \$371,238.00

A minimum of 20% of the 90% Youth Funds must be expended on Work Experience as defined in the Final Rules for WIOA and the Cost Category and Limitation section of the WIOA Handbook.

Not more than 10% of the combined Adult and Dislocated Workers total allocations to a local area, may be used for Transitional Jobs as defined in the Final Rules for WIOA and the Cost Category and Limitation section of the WIOA Handbook.

Not more than 20% of the combined Adult and Dislocated Workers total allocations to a local area, may be used for Incumbent Worker Training as defined in the Final Rules for WIOA and the Cost Category and Limitation section of the WIOA Handbook.

Not more than 10% of the combined Adult and Dislocated Workers total allocations to a local area, may be used for Pay-for-Performance as defined in the Final Rules for WIOA and the Cost Category and Limitation section of the WIOA Handbook.

A minimum of 75% of these funds must be spent on Out of School Youth, as defined in the Final Rules for WIOA and the Cost Category and Limitation section of the WIOA Handbook.

This contract may include funding for the local RWIB to provide services consistent with what is allowable in the Workforce Innovation and Opportunity Act, the WIOA Handbook and Federal Register-OMB 2 CFR Chapter 1 and II, Part 200 (OMNI Circular). If funds for the RWIB are included in this agreement, each claim processed must be approved in writing by an approved member of the board. The Fiscal Agent has liability for only safeguarding any funds received for board usage and ensure that costs approved by the board are paid timely, recorded accurately and reported back to Iowa Workforce Development by the due dates established for all other WIA funding received by this contractor. Claims not approved in writing by the board, remain the liability of the Fiscal Agent. Otherwise, the board(s) maintain full responsibility for the allowability of the costs incurred and charged against these funds. For TMI reporting purposes, the funds will be listed as contract #17-W-07-WI-OA-F on TMI.

Financial Status Reports (FSRs) must be made consistent with the allocations that appear on the Budget Summary.

REGIONAL AGREEMENT 17-W-07-WI-OA
 EFFECTIVE DATE July 1, 2015
 SUB. MOD. DATE July 1, 2015
 SUB. MOD. NUMBER

BUDGET SUMMARY
WORKFORCE INVESTMENT ACT (CFDA # 17.258,259,260)

FSR REPORTING

WIA TITLE 1 *Budgeted SFY 16*
CATEGORIES *7-1-15 to 6-30-16*

PY14 Carryover (July 1st - June 30th)

Administration	\$0.00
Adult Program Svs, Formula	\$0.00
Youth Program Svs., Formula	\$31,482.27
Dislocated Worker Prg Svs, Formula	\$0.00
RWIB Fiscal Agent Funds	\$0.00
PY13 Youth Redistribution Program Funds*	\$15,000.00
PY13 Youth Redistribution Admin Funds*	\$1,500.00
<i>Total</i>	<u>\$47,982.27</u>

PY14

FY15 Carryover (Oct 1st - June 30th)

Admin Adult	\$0.00
Admin Dislocated Worker	\$0.00
Adult Program Svs, Formula	\$30,522.81
Dislocated Worker Prg Svs, Formula	\$33,473.40
WIOA Transition Funds	\$6,573.44
<i>Total</i>	<u>\$70,569.65</u>

FY15

WORKFORCE INNOVATION & OPPORTUNITY ACT (CFDA # 17.258,259,278)

WIOA TITLE 1
CATEGORIES

PY15 (July 1st - June 30th)

Admin Adult	\$1,070.00
Admin Youth	\$25,038.00
Admin Dislocated Worker	\$2,628.00
Adult Program Svs, Formula	\$9,632.00
Youth Program Svs., Formula	\$225,348.00
Dislocated Worker Prg Svs, Formula	\$23,656.00
RWIB Fiscal Agent Funds	\$0.00
<i>Total</i>	<u>\$287,372.00</u>

PY15

FY16 (Oct 1st - June 30th)

Admin Adult	\$11,734.00
Admin Dislocated Worker	\$10,462.00
Adult Program Svs, Formula	\$105,614.00
Dislocated Worker Prg Svs, Formula	\$94,160.00
Rapid Response Dislocated Worker Shortfall	\$24,331.00
<i>Total</i>	<u>\$246,301.00</u>

FY16

Overall Total \$652,224.92

A minimum of 20% of the 90% Youth Funds must be expended on Work Experience as defined in the Final Rules for WIOA and the Cost Category and Limitation section of the WIOA Handbook.

Not more than 10% of the combined Adult and Dislocated Workers total allocations to a local area, may be used for Transitional Jobs as defined in the Final Rules for WIOA and the Cost Category and Limitation section of the WIOA Handbook.

Not more than 20% of the combined Adult and Dislocated Workers total allocations to a local area, may be used for Incumbent Worker Training as defined in the Final Rules for WIOA and the Cost Category and Limitation section of the WIOA Handbook.

Not more than 10% of the combined Adult and Dislocated Workers total allocations to a local area, may be used for Pay-for-Performance as defined in the Final Rules for WIOA and the Cost Category and Limitation section of the WIOA Handbook.

A minimum of 50% of these funds must be spent on Out of School Youth, as defined in the Final Rules for WIOA and the Cost Category and Limitation section of the WIOA Handbook.

This contract may include funding for the local RWIB to provide services consistent with what is allowable in the Workforce Innovation and Opportunity Act, the WIOA Handbook and Federal Register-OMB 2 CFR Chapter 1 and II, Part 200 (OMNI Circular). If funds for the RWIB are included in this agreement, each claim processed must be approved in writing by an approved member of the board. The Fiscal Agent has liability for only safeguarding any funds received for board usage and ensure that costs approved by the board are paid timely, recorded accurately and reported back to Iowa Workforce Development by the due dates established for all other WIA funding received by this contractor. Claims not approved in writing by the board, remain the liability of the Fiscal Agent. Otherwise, the board(s) maintain full responsibility for the allowability of the costs incurred and charged against these funds. For TMI reporting purposes, the funds will be listed as contract #16-W-01-WI-OA-F on TMI.

Rapid Response funds (so long as you have expended a minimum of 50% of the FY16 WIOA Adult Funds and 70% of the FY16 WIOA DW). If the service provider has exhausted their DW WIA program carryover & PY15 DW WIOA program allocation prior to 10-1-15, they may use any available RR funds until their FY16 DW WIOA allocation is available. The point of the RR funds is in support of DW activities and should not be used because the service provider transfers excessive funds from DW to Adult. Therefore, the provision of meeting a 50% Adult expenditure level before using RR funds on DW).

Financial Status Reports (FSRs) must be made consistent with the allocations that appear on the Budget Summary.

* This Funding must follow the Final rules for WIOA.