

FISCAL AGENT AGREEMENT

This agreement, made this _____ day of _____, 201_ is between the _____, hereafter referred to as **LOCAL BOARD**, and _____, hereafter referred to as the **Fiscal Agent**.

I. Purpose of Agreement

The LOCAL BOARD has been designated an Early Childhood Iowa area within the geographical area it serves and has received a grant of state funds of \$ _____ for a School Ready Children Services, and a grant of federal funds of \$ _____ for an Early Childhood Program (hereinafter referred to jointly as EARLY CHILDHOOD IOWA funds).

Pursuant to Iowa Code Chapter 256I the LOCAL BOARD is required to designate a public entity as a fiscal agent to administer grant funds. _____ has been designated as the fiscal agent for the Board.

II. Duration of Agreement

This agreement shall become effective on _____. This agreement shall remain in effect until June 30, 201_, or until earlier terminated according to the provisions herein. This agreement may be renewed or extended by the mutual written agreement of the parties in the form of an amendment specifying the new agreement period and the amount of funds available to the LOCAL BOARD for the new agreement period. All other terms of the agreement shall remain in effect unless otherwise specifically amended.

III. Responsibilities of Fiscal Agent

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

- A.** Deposit EARLY CHILDHOOD IOWA funds into accounts in accordance with Iowa Code Chapter 12C and the Cash Management Improvement Act, 31 U.S.C. §6501 et seq.
 - 1. Early Childhood funds are identified by the following federal government reference code: Catalog of Federal Domestic Assistance (CFDA) number 93.575.
 - 2. Payments received between July 1, 2012 and September 30, 2012 are within federal fiscal year 2012. Payments received between October 1, 2012 and June 30, 2013 are within federal fiscal year 2013.
- B.** Issue payments from the Early Childhood Iowa grant account as directed by authorized LOCAL BOARD personnel. Payments shall be issued to the individual, vendor, business, or other entity identified by the LOCAL BOARD, in the amount specified, and to the address provided by the LOCAL BOARD. Payments shall be issued as directed,

within ____ work days from the date the Fiscal Agent receives written notification from authorized LOCAL BOARD personnel.

- C.** Be responsible for any costs charged by the financial institution for maintaining the Early Childhood Iowa grant accounts or accounts containing EARLY CHILDHOOD IOWA grant funds. The Fiscal Agent shall ensure that any such costs are reduced or offset to the extent possible through earnings credits offered by the financial institution.
- D.** Be responsible for completing and submitting any 1099 reports as required by federal or state law or regulation.
- E.** Maintain separate accounting records for School Ready Children Services and Early Childhood Program funds that at a minimum include the following:
 - 1. For each School Ready Children Services grant payment and for each Early Childhood Program grant payment made as directed by the LOCAL BOARD:
 - a. The date written notification/authorization was received from the Local Board.
 - b. The name of the authorized LOCAL BOARD staff authorizing the payment.
 - c. The name and mailing address of the payee.
 - d. The amount of the payment.
 - e. The check number or other unique identification of the payment.
 - f. The date the payment was mailed or hand-delivered to the payee.
 - g. The date the payment is cleared or paid out of the EARLY CHILDHOOD IOWA grant account or account containing EARLY CHILDHOOD IOWA grant funds.
 - h. The date of any stop payment requested by the Fiscal Agent and the reason.
 - 2. Running balances for each fund which include:
 - a. The cumulative amount of payments authorized by the LOCAL BOARD.
 - b. The cumulative amount of payments issued.
 - c. Available Early Childhood Iowa grant funds that are not encumbered or otherwise allocated for payments made but not yet cashed.
 - 3. The Early Childhood funds are provided under the TANF grant, and transferred to the Child Care and Development Block Grant. According to OMB Circular A-133, these expenses are reported under CFDA 93.575.
- F.** Provide for, account for and deposit the amount of any monthly bank costs for maintaining the Early Childhood Iowa fund account or proportion of such costs attributable to that portion of an account constituting Early Childhood Iowa grant funds, and the amount of any monthly interest earned for the Early Childhood Iowa fund account or proportion of such earnings attributable to that portion of an account constituting Early Childhood Iowa grant funds into the appropriate ECI fund account.
- G.** Submit monthly expenditure reports within _____ work days from the end of the prior month to the LOCAL BOARD. Reports shall be submitted in a format agreed to by the LOCAL BOARD and the Fiscal Agent, and shall include as much of the information as the Fiscal Agent is required to maintain as described in this section as the LOCAL

BOARD may request, and as is necessary to reconcile the records of the LOCAL BOARD with the records of the Fiscal Agent.

- H. Submit a report within ____ workdays from the end of the agreement period, or such earlier date as the agreement may be terminated, to the LOCAL BOARD. The report shall be submitted in a format agreed to by the LOCAL BOARD and the Fiscal Agent, and shall include as much of the information as the Fiscal Agent is required to maintain as described in this section and as the LOCAL BOARD may request, and as is necessary to reconcile the records of the LOCAL BOARD with the records of the Fiscal Agent.
- I. Iowa Administrative Code Chapter 541.9 requires an audit, conducted by an independent agency, of the early childhood Iowa funds managed by area boards. “Audit” means a financial review by area boards of early childhood Iowa funds. Area boards that receive over \$500,000 in federal funds from all funding sources shall complete a full audit of the funds. Area boards that do not receive over \$500,000 in federal funds from all funding sources, may complete a full audit or coordinate with the fiscal agent’s financial review to conduct the state board approved agreed-upon procedures. Requirements are found in the ECI on-line toolkit, Tool UU.
- J. Provide services in section III at no cost to the LOCAL BOARD. **[OR SPECIFY HOW THE FISCAL AGENT IS TO BE PAID]**
- K. Return unexpended Early Childhood Iowa grant funds, and accrued interest as may be required by law, to the LOCAL BOARD if this agreement is terminated or if Early Childhood Iowa grant funds remain in an account held by the Fiscal Agent at the end of the agreement period, unless the agreement is renewed or extended as provided for herein.
- L. If this agreement is renewed or extended any unexpended Early Childhood Iowa grant funds remaining in an account held by the Fiscal Agent at the end of the current agreement period shall be retained by the Fiscal Agent for use in the next agreement period.

IV. Responsibilities of LOCAL BOARD

The LOCAL BOARD shall have the following responsibilities:

- A. Advise the Fiscal Agent in writing of the identity of LOCAL BOARD personnel authorized to approve and submit payment requests for Early Childhood Iowa grant funds to the Fiscal Agent and to receive and review expenditure and other reports from the Fiscal Agent as required herein.
- B. Determine the amount and payee for any payment to be made from Early Childhood Iowa grant funds.

- C.** Authorized staff shall submit a dated written authorization to the Fiscal Agent to make payments for Early Childhood Iowa grant funds approved by the LOCAL BOARD, which authorization shall designate whether payment should be made from the School Ready Children Services account or the Early Childhood Program account.
- D.** Maintain separate accounting records for each School Ready Children Services payment and for each Early Childhood Program payment authorized to be paid by the Fiscal Agent that at a minimum include the following:
 - 1. The date written notification/authorization was submitted to the Fiscal Agent.
 - 2. The name of the authorized LOCAL BOARD staff authorizing the payment.
 - 3. The name and mailing address of the payee.
 - 4. The amount of the payment.
- E.** Review on a monthly basis the monthly expenditure reports submitted by the Fiscal Agent and reconcile with the records maintained by the LOCAL BOARD. The LOCAL BOARD and Fiscal Agent shall work together to resolve any discrepancies and take any necessary corrective action.
- F.** Review the report submitted by the Fiscal Agent at the end of the agreement period or other termination of the agreement and reconcile with the records maintained by the LOCAL BOARD. The LOCAL BOARD and Fiscal Agent shall work together to resolve any discrepancies and take any necessary corrective action.
- G.** Any Early Childhood Iowa grant funds allocated to the LOCAL BOARD remaining unexpended at the end of the state fiscal year shall be retained for use in the next state fiscal year and shall be treated as an advance of the Early Childhood Iowa grant funds allocated to the LOCAL BOARD for the next state fiscal year.

V. General Provisions

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

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

2. Across the board reductions. Any across the board reductions in State appropriations shall apply to this agreement. Should the LOCAL BOARD determine that the across the board reduction will affect this agreement, any funds allocated to the project and deposited with the Fiscal Agent will be adjusted pursuant to the reduction. The LOCAL BOARD shall provide the Fiscal Agent reasonable written notice before any across the board reduction is put in place. During the notice period, the parties will meet and attempt in good faith to agree upon changes to this agreement to address such reduction.
3. State reorganization plan. The LOCAL BOARD shall have the right to terminate this agreement, by giving the Fiscal Agent reasonable written notice, in the event the LOCAL BOARD is altered by legislative mandate or by direction of the State of Iowa or federal government.
4. Legislative reorganization. The Fiscal Agent expressly acknowledges that the program delivered pursuant to this agreement is subject to Legislative change by either the federal or state governments. Should either legislative body enact measures which alter the program, the Fiscal Agent shall not hold the LOCAL BOARD liable in any manner for the resulting changes. The LOCAL BOARD shall provide reasonable written notice to the Fiscal Agent of any such legislative change. The parties will meet and attempt in good faith to agree upon changes to this agreement to address such reorganization.
5. Upon notice. Either party may terminate this agreement by providing 30 days written notice to the other party.

D. Confidentiality - The Fiscal Agent shall comply with all applicable federal and state laws and regulations on confidentiality.

E. Statement Regarding Meeting All Federal and State Requirements - The Fiscal Agent shall be in compliance with all applicable federal and state laws, rules, and regulations.

F. Records Retention - The Fiscal Agent shall maintain records that document the validity of reports submitted to the LOCAL BOARD. The Fiscal Agent shall retain all books, records, or other documents relevant to this agreement for a period of five (5) years after this agreement is no longer in effect after final payment, or until final audit findings have been resolved, whichever is later.

G. Review of Contract Related Documentation - Upon request, the Fiscal Agent shall allow authorized representatives of the LOCAL BOARD or state or federal agencies to have access to the records as is necessary to confirm compliance with the specifications of this

agreement. Reviews may include off-site or on-site visits to the Fiscal Agent, the Fiscal Agent's central accounting office, the offices of the Fiscal Agent's agents, a combination of these, or by mutual decision, to other locations.

H. Federal Lobbying Requirements - In accordance with the requirements under 34 CFR 82, "New Restrictions on Lobbying," the Fiscal Agent shall comply with the restrictions on lobbying requirements. The Fiscal Agent certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid on behalf of the sub-grantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, an officer or employee of the Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, or an employee of a Member of Congress in connection with this Contract, grant, loan, or cooperative agreement, the applicant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

I. Certification Regarding Drug Free Workplace

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

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The person's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations;
3. Making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by subparagraph 1;

4. Notifying the employee in the statement required by subparagraph 1, that as a condition of employment on such contract, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
5. Notifying the contracting agency within 10 days after receiving notice under subparagraph 4b from an employee or otherwise receiving actual notice of such conviction;
6. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. § 703; and
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs 1, 2, 3, 4, 5, and 6.

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

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

1. Take appropriate personnel action against such employee up to and including termination; or
2. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

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

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

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated above; and

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

- K. Environmental Tobacco Smoke Requirements** - The Contractor shall comply with the requirements of Public Law 103-227, Part C. Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). The Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through States, local governments, by Federal grant, contract, loan, or loan guarantee. The Contractors will require that the language of this certification be included in any Contracts which contain provisions for children's services and that all sub-contractors shall certify accordingly.

Name of LOCAL BOARD

Legal Name of Fiscal Agent

Signature

Signature

Printed Name

Printed Contact Name

Title

Agency

Date

Title

Date

Address

City, State, Zip Code

Telephone Number with Area Code

DUNS Number