

Iowa Office of Apprenticeship LaunchRA Incentive Funds Terms and Conditions

These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity, this includes “employer sponsors” and “intermediary sponsors” (“Beneficiary”) and Iowa Workforce Development (“IWD”, “Agency”) concerning your application and receipt of Iowa Office of Apprenticeship LaunchRA Incentive Funds.

Please read these terms and conditions (“terms and conditions” or “Agreement”) carefully before submitting.

SECTION 1. PURPOSE AND SOURCE OF INCENTIVE FUNDS

- A. This funding will enable Iowa Workforce Development to award up to \$1,027,173.00 in incentive funding to support the development of new Registered Apprenticeship (RA) Sponsors and programs.
- B. Performance-based incentive payments will be issued to eligible Beneficiaries with registered apprenticeship programs with the Iowa Office of Apprenticeship for the registration and retention of new registered apprentices.
- C. Additional incentive funding will be provided to eligible Beneficiaries who register and retain newly registered apprentices in identified high-demand industry occupations.
- D. Iowa Office of Apprenticeship is established in Iowa Code section 84D. The authority to award the incentive funds is found in USDOL State Apprenticeship Expansion Formula round 4 grant.

SECTION 2. Definitions

- A. Beneficiary: is an employer or intermediary sponsor who has established a Registered Apprenticeship program with the Iowa Office of Apprenticeship and is registered in the U.S. Department of Labor’s Registered Apprenticeship Partners Information Database System (RAPIDS) on or after July 1, 2026 with a program address within the state of Iowa. As an end user of these funds, all payments are directed to the Beneficiary as an incentive payment for the purposes identified in Section 1.
- B. Incentive Fund: The funding issued by Iowa Workforce Development in accordance with the Iowa Office of Apprenticeship’s LaunchRA Incentive Program requirements and eligibility criteria outlined in Section 3. The total amount of funding is \$2,000 per qualified apprentice registered with the Beneficiary with an additional \$1,000 in funding per qualified registered apprentice employed in a high-demand industry.
- C. Program Eligibility: In order to maintain program eligibility, Beneficiaries must not be in a corrective action period with the Iowa Office of Apprenticeship at the time of payment request submission, must have an active registration and Unique Entity ID (UEI) in the federal government’s System for Award Management (SAM.gov) and not be either suspended or debarred from receiving federal funding. Beneficiaries must maintain and adhere to the apprenticeship program standards and all applicable state and federal regulations provided by the United States Department of Labor Office of Apprenticeship (DOL), the Iowa Office of Apprenticeship (IOA) and Iowa Workforce Development (IWD).

SECTION 3. INCENTIVE PAYMENT

- A. Beneficiaries will be eligible for an incentive fund amount of \$2,000.00 per qualifying apprentice registered with the Beneficiary's Registered Apprenticeship program. Beneficiaries will be eligible for an additional incentive fund amount of \$1,000.00 per qualifying apprentice employed in a high-demand industry and eligible occupation identified in the Agency's list of approved high-demand industry occupations. Beneficiaries may receive a maximum incentive fund amount of \$3,000 per qualifying apprentice who meets the base eligibility criteria and is employed in a high-demand industry and eligible occupation. Apprentice eligibility requirements are provided in Section 5 of these terms and conditions.
- B. Beneficiaries may receive up to the maximum incentive payment amount of \$30,000 during the term of the incentive fund provided funds are available for such payments.
- C. Beneficiaries may submit incentive payment requests for registered apprentices who meet the eligibility criteria. Beneficiaries are eligible to receive one incentive payment for each qualifying apprentice.
- D. IOA's LaunchRA incentive funding period begins October 1, 2026 and ends when funding is exhausted or June 30, 2029, whichever occurs first
- E. Beneficiaries are limited to a maximum amount of \$30,000 for this incentive fund.

SECTION 4. PAYMENT SCHEDULE

- A. Incentive payments will be processed on a first-come, first-served basis. Beneficiary shall not submit requests for payment for apprentices which the Beneficiary has already received payment under this program.
- B. Apprentice records must be updated and current at the time of the incentive payment request. Funds will only be paid to the Beneficiary once program and apprentice eligibility requirements are verified by the Agency. Any requests for payment for apprentices that are unable to be verified will be denied. However, Beneficiary may resubmit a payment request.
- C. The Agency will notify participating and/or eligible Beneficiaries when available funding is near depletion and again when funding is no longer available under the program. If funding becomes unavailable, incentive payment requests may be denied. There are no partial payments.
- D. To request payment, the Beneficiary must submit a request utilizing the form provided by the Agency, along with any required supporting documentation. Requests received after June 30, 2029, or once funds are exhausted, whichever occurs first, may not be considered eligible. Incentive payments will only be approved for eligible apprentices registered with the Beneficiary's qualifying registered apprenticeship program. Apprentices registered outside of the eligible period between October 1, 2026 through June 30, 2029 will not be eligible for payment. If funds are exhausted prior to June 30, 2029, no more incentive payments will be made regardless of eligibility.
- E. Beneficiaries must have an active SAM.GOV registration in order to receive incentive payment. Active SAM.gov registration is required throughout the funding eligibility period.

Section 5. APPRENTICE ELIGIBILITY

- A. Beneficiaries may request an incentive payment for apprentices registered in RAPIDS after October 1, 2026 and who have been active in their registered apprenticeship program for a minimum of 6 months or 180 days.
- B. Apprentices who meet the above base eligibility criteria and are employed in a high-demand industry occupation identified in IOA's LaunchRA list of eligible high-demand industry occupations are eligible for the additional High-Demand Industry occupation amount as outlined in Section 3.
- C. Apprentice must have a signed Apprentice Agreement 671 in RAPIDS.

Section 6. REPAYMENT OBLIGATION

- A. In the event any funds are deferred or disallowed as a result of any audit or received in violation of these Terms and Conditions or the laws and eligibility requirements applicable to the receipt of such funds, the Beneficiary shall be liable to the Agency for the full amount of any ineligible amount and for all related penalties incurred. If the Agency determines at any time, whether through monitoring, audit, closeout procedures or by other means, that the Beneficiary has received incentive funds or used incentive funds which are unallowable under the terms of this Agreement or applicable laws, the Beneficiary will be notified of the questioned uses and given an opportunity to justify questioned uses. If it is the Agency's final determination that funds previously paid by the Agency are unallowable under these terms and conditions, the payment will be disallowed, and the Beneficiary shall immediately repay to the Agency any and all disallowed payment amounts.

Section 7. PUBLIC RECORDS

- A. All records submitted to or inspected by the Agency regarding this Agreement, including this Agreement, may be public record and are subject to the Open Records Law in Iowa Code Chapter 22.

Section 8. RIGHT TO REVIEW AND OBSERVE AND ACCESS TO RECORDS and RECORDS RETENTION

- A. The Agency shall have the right to review and observe, at any time, completed works or works in progress related to the receipt of the incentive funds. Upon the request of the Agency, the Beneficiary shall deliver to the Agency, or its agents said documentation or materials.
- B. Beneficiary shall maintain books, records, and documents which sufficiently and properly document and calculate eligibility requirements for the incentive fund throughout for a period of at least three (3) years following the receipt of the incentive fund. All records must be retained for longer than the three-year (3) period if any appeal, audit, claim, or litigation 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 or appeal is resolved.

Section 9. FALSE STATEMENTS

- A. The Beneficiary understands that false statements or claims made in connection with this incentive fund is a violation of federal criminal law and may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

Section 10 . RESTRICTIONS

- A. The financial assistance provided pursuant to this incentive fund is for the exclusive benefit of the Beneficiary. Beneficiary shall not grant, loan, or further convey the financial assistance provided pursuant to this Agreement, to any subrecipients.

Section 11. ASSIGNMENT AND DELEGATION

- A. The Beneficiary shall not assign, pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber, any payments that may or will be made to the Beneficiary.

Section 12. COMPLIANCE WITH LAWS AND REGULATIONS; DECLARATION OF THE BENEFICIARY

- A. To be eligible for the incentive fund, the Beneficiary shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders. The Beneficiary declares that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed.

Section 13. COMPLIANCE WITH NON-DISCRIMINATION LAWS

- A. The Beneficiary shall comply with the provisions of federal, state, and local laws, rules, and executive orders to ensure that no employee, applicant for employment, or other person involved with a program for which the funds are disbursed is discriminated against on the basis of race, religion, color, age, sex, sexual orientation, national origin, or disability.

Section 14. INDEMNIFICATION AGAINST LOSS OR DAMAGE

The Beneficiary agrees to indemnify and hold harmless the State of Iowa and its officers, appointed and elected officials, board and commission members, employees, volunteers, and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments including, without limitation, the reasonable value of the time spent by the Attorney General's Office, and the costs, expenses, and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of these terms and conditions, including but not limited to any claims related to, resulting from or arising out of: any material breach of the terms and conditions; any negligent, intentional or wrongful act or omission of the Beneficiary or any agent or subcontractor utilized or employed by the Beneficiary; any failure by the Beneficiary to make payments, and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by federal, state, or local laws; or any violation of any rights of any third party.

Section 15. SURVIVAL OF TERMS AND CONDITIONS

- A. If any portion of these terms and conditions is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Section 16. GOVERNING LAW

- A. These terms and conditions shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to the terms and conditions shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

Section 17. FINAL AUTHORITY

- A. The decision of the Agency shall be binding on the Beneficiary. The Agency shall have the final authority to assess whether the Beneficiary has complied with these terms and conditions. Any decision by the Agency shall be deemed Final Agency Action pursuant to Iowa Code Chapter 17A, the Iowa Administrative Procedure Act.

Section 18. LEGISLATIVE, ADMINISTRATIVE, AND POLICY CHANGES

- A. The Beneficiary expressly acknowledges that the Program is subject to legislative, administrative, and policy change(s) by the federal, state, or local governments. Should any such governmental unit enact, promulgate, or adopt laws, regulations, rules, or policies which alter or in any way affect the Program or the Project, the Beneficiary shall not hold the Agency liable in any manner for the resulting changes.
- B. Reduction in Funding: IOA may terminate the incentive funding program if there is a reduction in funding or once the funds have been exhausted.

Section 19. THIRD-PARTY BENEFICIARIES

- A. There are no third-party beneficiaries. These terms and conditions are intended only to benefit the State of Iowa and the Beneficiary.

Section 20. JOINT AND SEVERAL LIABILITY

- A. If the Beneficiary is a joint entity consisting of more than one individual, partnership, corporation, or other business organization, all such entities shall be jointly and severally responsible for carrying out the activities and obligations of these terms and conditions and is liable for any default of activities and obligations.

Section 21. CONFLICT OF INTEREST

- A. The Beneficiary represents, warrants, and covenants that no relationship that is or may be deemed to be a conflict of interest exists between the Beneficiary and the Agency. The provisions of Iowa Code Chapter 68B shall apply to these Terms and Conditions.
- B. Beneficiary will attest that no conflict-of-interest exists prior to receiving incentive funds.

Section 22. IMMUNITY FROM LIABILITY

- A. The incentive fund recipient is hereby notified and agrees that the State of Iowa, the Agency, and all of its/their employees, agents, successors, and assigns are immune from liability for Beneficiary and/or its subrecipients or subcontractors' activities involving third parties and arising from the Agreement. Pursuant to Iowa Code Chapter 669, the Agency and the State of Iowa are self-insured against all risks and hazards related to this Agreement. No separate fund has been established to provide self-insurance, and the State of Iowa is not obligated to establish any such fund during the term of this Agreement.

Section 23. HEADINGS OR CAPTIONS

- A. The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.

Section 24. INTEGRATION

- A. These terms and conditions contains are the entire understanding and any representations that may have been made before or after agreeing to the terms and conditions, which are not contained herein, are nonbinding, void, and of no effect.

Section 25. DOCUMENTS INCORPORATED BY REFERENCE

- A. The following documents and subsequent amendments are hereby incorporated by reference. Upon request, IWD will provide Beneficiary with electronic copies of the below documents.
- a. US Department of Labor Notice of Award #26A60AP000195-01-00
 - b. TEGL-08-25
 - c. The Iowa Code (Chapter 84D)
 - d. Iowa Administrative Code (871 IAC 74)
 - e. Labor Standards for the Registration of Apprenticeship Programs (29 C.F.R., subparts 29 and 30)
 - f. Uniform Guidance (applicable 2 C.F.R. Part 200 sections)
 - g. IOA LaunchRA High-Demand Industry Occupation List
 - h. LaunchRA Incentive Payment Request Form