

**AGREEMENT**  
**Between**  
**GREATER NEBRASKA WORKFORCE DEVELOPMENT BOARD**  
**(in consultation with GREATER NEBRASKA CHIEF ELECTED OFFICIALS BOARD)**  
**And**  
**NEBRASKA DEPARTMENT OF LABOR**

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**Adult & Dislocated Workers**

THIS AGREEMENT is entered into on July 1, 2020 between the Greater Nebraska Workforce Development Board (GNWDB), in consultation with the Greater Nebraska Chief Elected Officials Board (GNCEOB), and the Nebraska Department of Labor (NDOL).

WHEREAS, GNWDB was formed for the purpose of implementing the Workforce Innovation & Opportunity Act (WIOA) throughout the 88-county Greater Nebraska workforce development area (which includes all of Nebraska but Lancaster, Saunders, Douglas, Washington, and Sarpy Counties) (GNWDA); and

WHEREAS, WIOA provides federal funding to assist in providing workforce development activities for eligible adult and dislocated workers in the GNWDA;

WHEREAS, GNWDB, in agreement with GNCEOB, has elected to make NDOL the GNWDA service provider for WIOA, Title I(B), Adult & Dislocated Worker Services; and

WHEREAS, NDOL is willing to provide such services throughout the GNWDA.

WHEREAS, the purpose of this Agreement is to set forth the responsibilities of NDOL as the service provider for WIOA, Title I(B), Adult & Dislocated Worker Services in the GNWDA.

NOW, THEREFORE, in consideration of these promises and the mutual covenants and agreements herein, the parties agree as follows:

**I - SERVICES**

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NDOL, through its Employment and Training Division (E&T), shall provide the following WIOA Title I(B) Adult & Dislocated Worker services throughout the GNWDA (as defined by the Greater Nebraska WIOA Title I(B) Plan), specifically including all necessary staff, facilities, and materials, as further defined by this Agreement:

- A. Coordinate program planning and performance measure reporting to GNCEOB, GNWDB, or their designated representatives.
- B. Provide, or provide access to, the following services at throughout the GNWDA:

<b>REQUIRED BASIC CAREER SERVICES</b>
1. Eligibility determination for WIOA Title I(B) Adult, Dislocated Worker, and Youth programs
2. Outreach, intake (including worker profiling), and orientation to information and other services available through the local workforce delivery system, including: <ul style="list-style-type: none"> <li>a. an opportunity to initiate an application for TANF assistance and non-assistance benefits and services, which could be implemented through the provision of paper application forms or links to an application web site</li> </ul>
3. Initial assessment of skill levels including literacy, numeracy, and English-language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive services needs
4. Labor exchange services, including: <ul style="list-style-type: none"> <li>a. job search and placement assistance and career counseling (when needed by an individual), including provision of information on in-demand industry sectors and occupations and nontraditional employment;</li> <li>b. appropriate recruitment and other business services on behalf of employers, including labor market information and referrals to specialized business services other than those traditionally offered through the local workforce delivery system; and</li> <li>c. development of on-the-job training contracts and employer job development for unsubsidized placements</li> </ul>
5. Provision of referrals to and coordination of activities with other programs and services, including programs and services within the local workforce delivery system and, when appropriate, other workforce development programs
6. Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including: <ul style="list-style-type: none"> <li>a. job vacancy listings in labor market areas;</li> <li>b. information on job skills necessary to obtain the vacant jobs listed; and</li> <li>c. information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those occupations</li> </ul>
7. Provision of performance information and program cost information on Eligible Training Providers by program and type of providers
8. Provision of information, in usable and understandable formats and languages, relating to how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the local workforce delivery system
9. Provision of information, in usable and understandable formats and languages, relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including: <ul style="list-style-type: none"> <li>a. child care;</li> <li>b. child support;</li> <li>c. medical or child health assistance available through Nebraska's Medicaid program and Children's Health Insurance Program;</li> <li>d. benefits under SNAP; and</li> <li>e. assistance through the earned income tax credit; and</li> <li>f. assistance under Nebraska's TANF program and other supportive services and transportation provided through TANF</li> </ul>
10. Provision of information and meaningful assistance to individuals seeking assistance in filing a claim for unemployment compensation

<b>REQUIRED BASIC CAREER SERVICES</b>
11. Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA

<b>INDIVIDUALIZED CAREER SERVICES</b>
1. Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include: <ul style="list-style-type: none"> <li>a. diagnostic testing and use of other assessment tools; and</li> <li>b. in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals</li> </ul>
2. Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including information on and access to the Eligible Training Provider List
3. Group counseling
4. Individual counseling
5. Career planning
6. Short-term pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct services to prepare individuals for unsubsidized employment or training
7. Internships and work experiences that are linked to careers
8. Workforce preparation activities
9. Financial literacy services
10. Out-of-area job search assistance and relocation assistance
11. English-language acquisition programs and integrated education and training programs [20 CFR §678.430: If any one-stop partner or service provider receives funds directly or indirectly from U.S. Department of Health and Human Services or other Federal agencies, it is required under Title VI of the Civil Rights Act of 1964 and its implementing regulations, to take reasonable steps to ensure meaningful access to its programs by persons with limited English proficiency. Title VI also prohibits Federal grant recipients from utilizing methods of administration that have the effect of discriminating against persons based on their race, color, or national origin. In some cases, a provider's failure to provide language assistance to linguistically or culturally diverse populations could be a violation of Title VI. However, the Title VI requirement to take reasonable steps to ensure meaningful access <u>does not mean</u> that jurisdictions are required to provide universal ESL training. While individual jurisdictions may need to provide ESL training and testing to TANF family members in some cases, universal ESL training is not a statutorily mandated requirement.]

<b>FOLLOW-UP CAREER SERVICES</b>
Follow-up services <u>must</u> be available for up to twelve (12) months <u>after</u> an individual's first day of employment, as appropriate. All participants must be offered an opportunity to receive follow-up services unless the participant declines to receive follow-up services or the participant cannot be located or contacted.
Types of follow-up services provided and the duration of follow-up services must be determined based on the needs of the individual. Follow-up career services include counseling regarding the workplace for participants in Adult or Dislocated Worker programs who are placed in unsubsidized employment
Follow-up services must be more than just an attempt to contact the participant and must not be just an attempt to secure documentation to support or report a performance outcome.

- C. Track and monitor participant activities and performance requirements ensuring performance levels are achieved.
- D. Provide accounting and ensure fiscal responsibility for program expenditures.
- E. Participate in NEworks (Nebraska's official labor market exchange).
- F. Fully cooperate with state officials in the data validation process.
- G. Registration and EEO data collection for all individuals funded under Title I(B) (except for self-service activities).
- H. Maintain confidentiality of participant information in compliance with WIOA and other applicable federal and state laws and regulations, state and GNWDA written policies, and federal guidance, including but not limited to, TEGL 39-11, Guidance on the Handling and Protection of Personally Identifiable Information.
- I. Follow GNWDA complaint and grievance procedures.
- J. Comply with all monitoring and review processes as required by the GNWDB, GNCEOB, State of Nebraska, or United States Department of Labor.
- K. Use the national identified "American Job Center" or the "a proud partner of the American Job Center network" on all products, programs, activities, services, electronic resources, facilities, and related property, including signage.
- L. Be knowledgeable of, and operate in compliance with, the federal, state, and local law, regulation and policies applying to provision of WIOA Adult and Dislocated Worker services, including but not limited to, eligibility criteria, priority of service, Rapid Response procedures, and use of WIOA funds.
- M. Other services as included in other sections of this Agreement, and as may be agreed to by NDOL and the GNWDB and GNCEOB.

## II - PERFORMANCE MEASUREMENTS

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- A. Performance measurements and service levels shall be determined annually. If performance measurements during the course of this Agreement are modified, either party may choose to renegotiate or terminate this Agreement as set forth herein.
- B. E&T will report to the designated subcommittee at each GNWDB meeting the current achievement level of each performance measure. Prior to December 31 of each year, E&T will provide a full, end of the program year report to GNWDB and GNCEOB on performance measures achievement.

## III - TERM

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- A. The term of this Agreement shall be July 1, 2020 through June 30, 2023.
- B. This Agreement shall be reviewed once every two (2) years, and by written agreement of the parties,

it may be renewed for one (1) additional two-year period with performance standards, budget and service levels to be determined annually by the Local and State Plan(s).

- C. Any party seeking renewal of this Agreement must notify the other parties in writing at least sixty (60) days prior to the end of the term of the Agreement.
- D. Any modifications to this Agreement must be in writing between the parties.
- E. This Agreement shall terminate upon the occurrence of any one or all of the following:
  - 1. Exhaustion of designated fund. Following written notice to NDOL by GNWDB (with approval of the GNCEOB) this Agreement will terminate in full or in part in the event of a lack of funding or termination of federal funds which permits funding this Agreement. In that event, payment shall be made for services rendered and completed at the termination of the Agreement.
  - 2. Upon sixty days' written notice by either party to the other.
  - 3. Should this Agreement be declared void or unenforceable by final order of a court of competent jurisdiction.
  - 4. Expiration of the term of the Agreement.
  - 5. In the event of a default or violation of the terms of this Agreement by E&T or failure to use the funds for only those purposes set forth herein, or failure by E&T to make sufficient progress so as to endanger performance, GNWDB may:
    - a. Suspension: After ten (10) days' notice to E&T, suspend the Agreement and prohibit E&T from incurring additional obligations of funds, pending corrective action by E&T or a decision to terminate.
    - b. Termination: Terminate the Agreement in whole or in part at any time before the date of completion whenever it is determined that E&T has failed to comply with the terms and conditions of the Agreement. However, GNWDB shall provide E&T in writing specific notice of the terms and conditions it has failed to comply with and at least thirty (30) days in which to cure such defect or failure, unless such delay would cause irreparable harm to the program. In the event of irreparable harm, forty-eight (48) hours to cure such defect or failure will be adequate. GNWDB shall promptly notify E&T in writing of the determination and the reasons for the termination, together with the effective date. Payments made to E&T or recoveries by GNWDB when there is a termination for cause shall be in accord with the legal rights and liabilities of the parties. Payments may include, but are not limited to, unencumbered funds advanced to E&T, allowed for costs determined to be in compliance with the terms of this Agreement up to the date of termination. Further, any costs previously paid by GNWDB which are subsequently determined to be unallowable through an audit conducted by the State of Nebraska or the Federal Government, and closeout procedure may be recovered.

#### IV - FUNDING

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- A. Funding for this Agreement will be WIOA funds. For planning purposes, federal WIOA funding allocations fluctuate from year to year, so contractual amounts will differ from year to year, but will be the amount allocated for the Adult and Dislocated Worker programs in the GNWDA.
- B. Funding for the Adult and Dislocated Worker programs is allocated twice each year, and covers a base period (July 1 to June 30) and an advance period (October 1 to September 30).
- C. E&T must expend or obligate no less than 80% of the total program year funds for the period July 1 to June 30. Of the 80% expenditure or obligation, no less than 50% of that expenditure must have been for direct client training services.
- D. Payments and/or disbursements of funds to NDOL will be made in compliance with WIOA and other applicable federal and state laws and regulations, and state and GNWDA written policies.

#### V - BUDGET AND AUDIT PROVISIONS

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- A. E&T shall annually provide GNWDB and GNCEOB for approval a proposed line item, program-specific informational budget reflecting client services and program delivery expenditures for WIOA, Title I(B), Adult & Dislocated Worker services.
- B. At each GNWDB meeting, E&T shall provide reports to the designated GNWDB subcommittee regarding current budget status (which shall include fund source specification information of staff assignments and activities). This budget may be subject to change based upon changes in funding levels or services required by GNWDB. Prior to December 31 of each year, E&T will provide a full year end report on budget expenditures and carry-over to GNWDB and GNCEOB.
- C. GNWDB may require an annual audit and may request a full or partial audit of expenditures, services and/or funds received pursuant to this Agreement. Such audit will be paid for from WIOA funds or the appropriate administrative funding source, however, E&T shall cooperate fully in such audit process. Audit results will be provided to the GNWDB and GNCEOB. Audits will be conducted in accordance with 2 CFR Part 200 and in accordance with other applicable law and policy on audits and audit review.

#### VI - GNWDB DUTIES OR OBLIGATION

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GNWDB is not compelled by the terms of this Agreement to provide any training or services other than those set forth herein. No employment agreement or liability for employment-related taxes or benefits shall be made except upon written direction from an authorized representative. Except for case management, plan development and performance outcomes, the parties acknowledge subcontracting of client services shall occur, utilizing an open, competitive process. Notices of such processes and contracts entered into will be provided to GNWDB and shall be subject to cancellation if they exceed the scope of services that may be subcontracted or have not been entered into based upon an open, competitive process. Unless otherwise specifically provided, federal or state required procurement guidelines will be utilized.

## VII - RECORDS AND ACCOUNTS

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- A. E&T shall maintain and shall permit any authorized representative of the State of Nebraska, the Federal Government, or GNWDB to inspect and copy portions of its books, files, records, purchase orders, invoices, vouchers, payroll records, accounts, or other primary source documents and data compilations as is deemed necessary by GNWDB to determine whether E&T is properly performing hereunder, complying with all terms, conditions, and provisions herein, and that the funds are being utilized and expended in accordance with this Agreement. It is understood and agreed that all such records shall be maintained at E&T's administrative and Career Center offices and will be made available for inspection and copying during normal business hours upon ten days' written notice.
- B. All records referenced in this Agreement and all records pertaining to the activities to occur under this Agreement shall be retained for a period of five years from the termination of this Agreement or until all litigation, claims or audit findings involving the records or this Agreement have been finally resolved, whichever is later.

## VIII - MATERIALS AND EQUIPMENT

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- A. Materials and equipment may only be acquired with WIOA Title I(B) funds to the extent allowable by WIOA funding requirements.
- B. All (if any) materials and equipment acquired with WIOA Title I(B) funds shall be used by E&T for program management and client services as specified in this Agreement. E&T shall be responsible for care and maintenance of such equipment, ordinary wear and tear excepted. Should equipment fail or repair not be undertaken, E&T will utilize the State of Nebraska surplus property procedures to dispose of such property.
- C. Nothing in this Agreement requires GNWDB to deliver any materials or equipment to E&T.

## IX - WORK ENVIRONMENT

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E&T shall provide a safe and secure place of work, and shall maintain all legally required health and safety standards.

## X – E-VERIFY STATEMENT

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E&T is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. For purposes of this Agreement, federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

## XI - RESTRICTION ON USE OF FUNDS

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No funds hereunder shall be used for any partisan activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services to or the employment or assignment

of personnel in a manner supporting or resulting in the identification of programs/projects conducted or operated pursuant to this Agreement with:

- A. Any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in a public election or party office; or
- B. Any activity to provide voters with transportation to polls or similar assistance in connection with an election; or
- C. Any voter registration activity.
- D. E&T assures that no federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, 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 an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, E&T shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions. E&T 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).

## XII - GRANT PROCEEDS

Violation of this Agreement by E&T may result in loss of any future payments hereunder and may require repayment for any and all amounts already received.

## XIII - STRICT COMPLIANCE

All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written.

## XIV - DRUG FREE WORKPLACE

E&T shall comply with all provisions contained in the State Of Nebraska Drug Free Workplace Policy.

## XV - MERGER

This Agreement shall not be merged into any other oral or written agreement, contract, or instrument.



XVI - ASSIGNABILITY

NDOL shall not assign or transfer any interest or responsibility under this Agreement, without the prior, written consent of the GNWDB.

XVII- CONFLICT OF INTEREST

- A. No officer, employee, or agent of either party who has or will participate in the selection, award, or administration of this program may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to the Agreement.

XVIII - DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE

- A. E Each party certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. It is each party's affirmative duty to notify the other party if it or any of its principals is sanctioned or debarred. Each party acknowledges that suspension or debarment is cause for termination.
- B. E&T must ensure that no subcontractors used in the performance of services under this Agreement (if any) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

XIX – DISASTER RECOVERY

E&T shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to NDOL, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of services as specified in the Agreement in the event of a disaster.

XX – FORCE MAJEURE

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

XXI - INSURANCE

NDOL (and the State of Nebraska) is self-insured, and may purchase such additional insurance as deemed necessary by NDOL.

**XXII - SURVIVAL**

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The terms of this Agreement that by their nature should survive the termination or expiration of this Agreement shall survive expiration or termination of this Agreement.

**XXIII – TAXES**

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NDOL is not required to pay taxes and assumes no such liability as a result of this Agreement. E&T may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on E&T’s equipment which may be installed in a state-owned facility is the responsibility of E&T.

**XXIV - ENTIRE AGREEMENT**

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This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No rights or remedies to third parties not part of this Agreement are created herein.

**XXV - APPLICABLE LAW AND STATEMENT OF ASSURANCES**

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- A. Parties to this Agreement shall conform with all existing and applicable city and county ordinances, resolutions, state laws, federal laws, all existing and applicable rules and regulations, and local WIOA policies and procedures.
- B. Nebraska law will govern the terms and performance under this Agreement.
- C. E&T shall comply with the WIOA Assurances (*Attachment #1*), assigned to the Grantee therein. Such WIOA Assurances are incorporated herein by this reference.
- D. Should a conflict occur between this Agreement and federal or state law, the provisions of law shall prevail.
- E. Where the terms of this Agreement and any attachments to this Agreement conflict, the terms of the Agreement shall control. In the case of duplication of a term in the Agreement and an attachment, the terms shall be read together and complied with in entirety.

**XXVI - POINTS OF CONTACT**

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- A. The following individuals are the Points of Contact (POC) for the parties:

<b>GNWDB</b>	
Lisa Wilson, GNWDB Chair 600 E. Francis, Suite 9 North Platte, Nebraska 69101	Phone: 402.405.6791 eMail: <a href="mailto:lisa.wilson@cnhind.com">lisa.wilson@cnhind.com</a>
<b>E&amp;T</b>	
Mary Anne Bradfield, Deputy Commissioner for Reemployment 550 South 16th Street Lincoln, NE 68508	Phone: 402.471.9948 eMail: <a href="mailto:maryanne.bradfield@nebraska.gov">maryanne.bradfield@nebraska.gov</a>

- B. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed by U.S. Mail, postage prepaid and return receipt requested, to the POCs at their respective addresses set forth in this Agreement, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or deposit in the mail.

#### XXVII - PUBLIC RECORD STATEMENT

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This document is a public record.

#### XXVIII - STAFFING

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- A. This Agreement does not create an employment relationship or establish other employment-related rights. GNWDB, or related governmental entity, shall retain all supervisory responsibility over their respective staff providing services required under this Agreement. Services provided shall be scheduled during regular work hours, be subject to GNWDB's availability, and shall, in no event, limit or restrict Nebraska Department of Labor's or other partnering staff's ability to provide other essential services.
- B. Personnel of E&T are not and will not be considered employees of GNWDB, nor will they be under the supervision of GNWDB.
- C. Personnel of E&T will be employees of NDOL. E&T will honor all rules and terms set forth by State Personnel, NDOL's Office of Finance & Human Relations, and the Union Contract.

#### XXIX - CONTINGENT CONSENTS

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The parties acknowledge that certain provisions of this Agreement may be subject to and contingent upon GNWDB or the State of Nebraska to review its authority to, act, contract, assign, or otherwise, as required by law, regulation or other contracting authorities. In such event, parties shall make all reasonable attempts to acknowledge the provisions of this Agreement.

#### XXX - FULL DISCLOSURE

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All parties acknowledge that they have entered into this Agreement after full disclosure, that they have the authority to enter into this Agreement and that they have had adequate opportunity to consult counsel or other relevant professionals regarding the expectations and commitments that arise pursuant to this Agreement.

#### XXXI – SOVEREIGN IMMUNITY

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Nothing in this Agreement shall be construed to waive the sovereign immunity of NDOL, as an agency of the State of Nebraska

#### XXXII – OTHER REQUIREMENTS

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In addition to other requirements included in this Agreement, the parties agree to comply with the

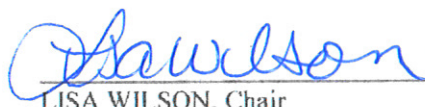
requirements imposed by Further Consolidated Appropriations Act, 2020 (Pub. L. 116-94), Training and Employment Guidance Letter (TEGL) 16-19, and terms imposed through United States Department of Labor (USDOL) federal funding agreements (Federal Award Terms), including but not limited to, the following:

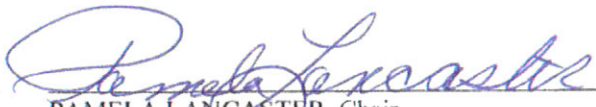
- A. Prohibition on Contracting with Corporations with Felony Criminal Convictions. If either party is a corporation, such party certifies that it has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.
- B. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities. If either party is a corporation, such party certifies that such party does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- C. Prohibition on Procuring Goods Obtained Through Child Labor. Each party understands and agrees that no funds paid under this Agreement may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by the USDOL. USDOL has identified these goods and services here: <http://www.dol.gov/ilab/reports/child-labor/list-ofproducts/index-country.htm>.
- D. Prohibition on Providing Federal Funds to ACORN. Funds paid under this Agreement may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors. Each party certifies that it is not an affiliate, subsidiary, allied organization, or successor of ACORN.
- E. Buy American Act. Each party certifies that it has not been convicted of violating the Buy American Act, 41 USC 8301 et seq., and Executive Order 13788.
- F. Requirement for Blocking Pornography. Each party understands and agrees that no federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.
- G. Mandatory Disclosures. As required by 2 C.F.R. §200.113, each party must immediately disclose to NDOL, USDOL, and/or other appropriate authorities (with a copy to NDOL) all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the use of Federal funds provided under this Agreement.
- H. Restriction on Purchase of Sterile Needles or Syringes and Restriction on the Promotion of Drug Legalization. Each party understands that no federal funds shall be used (1) to purchase sterile needles or syringes for the hypodermic injection of any illegal drug; and (2) for any activity that promotes the legalization of any drug or other substance included in Schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act.
- I. Privacy. Each party understands and agrees that pursuant to P.L. 115-141, Division E, Title VII, Section 732, no Federal funds can be used in contravention of the 5 USC 552a (Privacy Act) or regulations implementing of the Privacy Act.

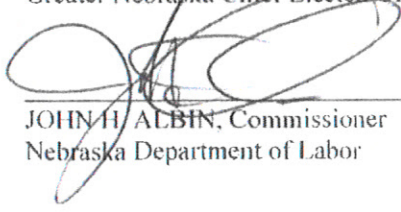
- J. SAM System. Each party agrees to comply with all requirements established by the Office of Management and Budget (OMB) concerning participation in the Dun and Bradstreet Data Universal Numbering System (DUNS), registration with the Federal System for Awards Management (SAM), and maintenance of such participation and registration.
- K. Limitations on use of funds for health benefits coverage, as contained in the Further Consolidated Appropriations Act, 2020 (Pub. L. 116-94).
- L. The Hotel-Motel Fire Safety Act (15 USC 2225a); The Flood Disaster Protection Act of 1973; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance; and The Fly America Act (49 USC 40118).
- M. Requirement to Provide Certain Information in Public Communications. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state: (1) The percentage of the total costs of the program or project which will be financed with Federal money; (2) The dollar amount of Federal funds for the project or program; and (3) The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources. The requirements of this part are separate from those in the 2 CFR part 200 and, when appropriate, both must be complied with.
- N. Salary and Bonus Limitations. Recipients and subrecipients shall not use funds to pay the salary and bonuses of an individual, either as direct costs or as indirect costs, at a rate in excess of Executive Level II.
- O. Funding Acknowledgement. The following needs to be on all products developed in whole or in part with WIOA funds:
- “This workforce product was funded by a grant awarded by the U.S. Department of Labor’s Employment and Training Administration. The product was created by the recipient and does not necessarily reflect the official position of the U.S. Department of Labor. The U.S. Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it.”
- P. Program Income. The Grantee and the GNWDB assure that each understands that program income must be used in accordance with WIOA and the provisions of 2 CFR 200.307. USDOL has indicated that the “Addition” method as described in 2 CFR 200.307 must be used in allocating any program income generated for the WIOA grant award. The Grantee and the Local Board assure that all program income will be expended prior to drawing down additional funds as required at 2 CFR 200.305(b) (5) and 2 CFR 200.307(e). The Grantee and the Local Board assure that program income will be reported to NDOL, and that any program income found remaining at the end of period of performance may be required to be returned to USDOL.

XXXIII - SIGNATURES

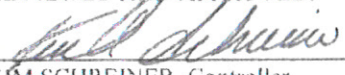
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, each duly authorized to do so, effective the day and year of the signature by the parties.

7-14-2020  
Date  
  
LISA WILSON, Chair  
Greater Nebraska Workforce Development Board

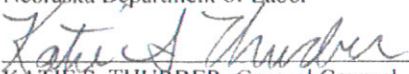
7-7-2020  
Date  
  
PAMELA LANCASTER, Chair  
Greater Nebraska Chief Elected Officials Board

7-24-2020  
Date  
  
JOHN H. ALBIN, Commissioner  
Nebraska Department of Labor

REVIEWED AND APPROVED:

  
KIM SCHREINER, Controller  
Nebraska Department of Labor  
6/11/2020  
Date

  
MARY ANNE BRADFIELD, Deputy  
Commissioner for Reemployment  
Nebraska Department of Labor  
6/11/2020  
Date

  
KATIE S. THURBER, General Counsel  
& Interim UI Director  
Nebraska Department of Labor  
6/11/2020  
Date

ATTACHMENTS:

#1 - WIOA Assurances