

WIOA ONE-STOP OPERATOR AGREEMENT
Between
THE GREATER NEBRASKA WORKFORCE DEVELOPMENT BOARD
And
THE NEBRASKA DEPARTMENT OF LABOR

CFDA #17.258 WIOA Adult Formula Grant; CFDA #17.259 WIOA Youth Formula Grant; CFDA #17.278 Dislocated Worker Formula Grant

This **AGREEMENT** (Agreement), effective July 1, 2025 is entered into between the Greater Nebraska Workforce Development Board (Local Board) and the Nebraska Department of Labor (NDOL).

WHEREAS, the Governor of the State of Nebraska is the Workforce Innovation & Opportunity Act (WIOA) grant recipient for the 88-county Greater Nebraska workforce development area (which includes all of Nebraska, except Lancaster, Saunders, Douglas, Washington, and Sarpy Counties) (GNWDA); and

WHEREAS, the Local Board was formed for the purpose of implementing WIOA throughout GNWDA; and

WHEREAS, the Local Board must select a one-stop operator for the local workforce delivery system in the GNWDA, also known as the American Job Center (AJC) network (which in the GNWDA includes two comprehensive one-stop centers and other service delivery points); and

WHEREAS, AJCs are physical locations where Customers can access programs, services, and activities of all required one-stop partners, along with additional partners as determined by the Local Board; and

WHEREAS, the one-stop operator coordinates service delivery of required one-stop partners and service providers; and

WHEREAS, the Local Board has established a Procurement Standards and Procedures Policy, and follows the procurement rules of the State of Nebraska; and

WHEREAS, the Local Board issued a Request for Proposals (RFP) to identify a one-stop operator, but ultimately did not enter into an agreement as a result of such RFP; and

WHEREAS, NDOL is a public entity, and specifically a state agency, and is eligible to act as the one-stop operator for the GNWDA; and

WHEREAS, selection of NDOL to act as the one-stop operator for the GNWDA is consistent with applicable procurement standards and procedures; and

WHEREAS, the Local Board and NDOL have agreed that NDOL will act as the one-stop operator for the GNWDA, and such agreement is formalized by the parties in this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I – Period of Performance and Termination

- A. The period of performance under this Agreement begins July 1, 2025 and ends June 30, 2026 (Period of Performance).

- B. Any party seeking renewal of this Agreement must notify the other party in writing at least sixty (60) days prior to the end of the term of the Agreement.
- C. Any modifications to this Agreement must be in writing signed by the parties.
- D. This Agreement shall terminate upon the occurrence of any one or all of the following:
 - 1. Lack of funding or exhaustion of designated fund. Following written notice to NDOL by GNWDB, or by the Governor (as grant recipient), 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 (60) days' written notice by one party to the other.
 - 3. Should this Agreement be declared void or unenforceable by final order of a court of competent jurisdiction, except to the extent severable.
 - 4. Expiration of the term of the Agreement.
 - 5. In the event of a default or violation of the terms of this Agreement by NDOL or failure to use the funds for only those purposes set forth herein, or failure by NDOL to make sufficient progress so as to endanger performance, GNWDB may:
 - a. Suspension: After ten (10) days' notice to NDOL, suspend the Agreement and prohibit NDOL from incurring additional obligations of funds, pending corrective action by NDOL 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 NDOL has failed to comply with the terms and conditions of the Agreement. However, GNWDB shall provide NDOL 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 NDOL in writing of the determination and the reasons for the termination, together with the effective date. Payments made to NDOL 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 NDOL, 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.

II – Statement of Work

NDOL will, in carrying out its role as the one-stop operator for the GNWDA perform the following services:

- A. Evaluate one-stop partner and Customer needs and satisfaction data to continually refine and improve service strategies. Customer is defined to include: employers, program participants, and job seekers. Evaluation of needs and satisfaction will include the following:
 - 1. Prepare and conduct surveys of Customers regarding needs and satisfaction through NEworks, collect and compile data, and submit compiled data to the Local Board one month in advance of each regular, scheduled Local Board meeting. Regular Local Board meetings are scheduled three times per year. In addition to responses to survey questions, data provided to the Local Board must include survey response rates.
 - 2. Present survey data and recommendations to the System Coordination Committee and Local Board three times per year, at scheduled Local Board meetings.
 - 3. As directed by the Local Board, work with local career center managers to address negative survey responses, and increase survey response rates.
- B. Write, maintain, and implement a recruitment and outreach plan (Recruitment & Outreach Plan). The Recruitment and Outreach Plan must be at least five (5) pages in length, and must contain an Executive Summary, and strategies and goals for recruitment of partners, coordination of meetings, and outreach to Customers. Update the Recruitment and Outreach Plan each WIOA program year.
- C. Coordinate the service delivery of required one-stop partners and service providers, with a goal of facilitating partnerships and providing seamless service delivery to Customers served by multiple program partners. Responsibilities will include, but are not limited to:
 - 1. Coordinate with partners to achieve no duplication of services.
 - 2. Refrain from establishing practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training, and education services.
 - 3. Facilitate and convene meetings with all partners throughout the GNWDA on a quarterly basis. Meetings may be adjusted to include only portions of the GNWDA covered by NDOL managers when beneficial to partners and/or preferred by partners. Meetings may be held via videoconference with approval of the Local Board.
- D. Recruit partners in accordance with the Recruitment and Outreach Plan, with a goal of up to six (6) new partners on an annual basis.
- E. Perform outreach in accordance with the Recruitment and Outreach Plan. Such outreach will include marketing one-stop services to communities outside of GNWDA office locations to gain referrals from Customers, with a goal of twenty-five (25) referrals on an annual basis.
- F. Carry-out Initiatives and Special Projects. The Local Board and subcommittees may approve new initiatives and special projects within the GNWDA. NDOL will carry out such new initiatives and special projects according to a mutually agreeable scope of work, approved in writing by the parties, with a goal of two (2) initiatives or special projects annually.

- G. Coordinate one-stop center training as follows:
1. Ensure AJC staff are trained and equipped in an ongoing learning environment with the skills and knowledge needed to provide superior service to job seekers, including those with disabilities, and businesses in an integrated, regionally focused framework of service delivery, consistent with the requirements of each of the partner programs.
 2. Ensure AJC staff are cross-trained, as appropriate, to increase staff capacity, expertise, and efficiency.
 3. NDOL will meet with AJC staff to determine current training needs on a quarterly basis.
 4. Bring training needs identified to GNWDA administration. Identify at least one area for improvement on a quarterly basis.
- H. Assist in establishing and maintaining AJC network structure. This includes, but is not limited to:
1. Ensuring that State requirements for AJC center certifications are met and maintained.
 2. Ensuring that career services such the ones outlined in WIOA sec. 134(c)(2) are available and accessible.
 3. Ensuring that GNWDA policies are implemented and adhered to.
- I. Complaints and Grievances. NDOL will manage complaints and grievances of the GNWDA. NDOL will maintain a log of complaints and grievances to be shared with the Administrative Entity for the GNWDA and GNWDA, as appropriate. NDOL will follow the Greater Nebraska Complaints, Grievances, and Appeals policy.
- J. Provide the following reports to the Local Board.
1. A monthly report, which includes a summary of services and progress towards meeting established Performance Goals (See Section III of this Agreement). Such report is due no later the fifteenth day of each month, and shall cover the prior month.
 2. At the end of each WIOA Program Year, NDOL will report to the Local Board on work to meet the strategies and goals of the Recruitment and Outreach Plan. Such report is due no later the thirty (30) days after the end of each WIOA Program year.
- K. Other responsibilities as may be required of the one-stop operator, as established in federal law or United States Department of Labor (USDOL) policy or guidance.

III – Performance Goals

Based upon the Statement of Work above, the established Performance Goals are as follows:

- A. Present survey data and recommendations to the System Coordination Committee and Local Board three (3) times per year, at scheduled Local Board meetings.
- B. Recruit up to six (6) new partners annually.

- C. Obtain twenty-five (25) referrals annually.
- D. Complete two (2) initiatives, or special projects annually (based upon a scope of work, agreed upon by the parties).
- E. Identify at least one area for training improvement on a quarterly basis.

IV – Role of the Local Board

The Local Board is responsible for the following:

- A. Providing ongoing policy guidance and direction to NDOL to ensure that the Local Board's vision and performance expectations are known by NDOL.
- B. Arranging for monitoring of NDOL's performance under this Agreement, and examining NDOL's compliance with the requirements of WIOA, Uniform Guidance, applicable policies, as well as the terms and conditions of this Agreement, and providing a report of any non-compliance uncovered and the suggested remedy.
- C. Providing NDOL with authority to make decisions to improve local area performance and Customer satisfaction.

V – Prohibited Functions & Conflict of Interest Policies and Procedures

- A. The parties acknowledge that 20 CFR §678.620 and Training and Employment Guidance Letter (TEGL) 15-16, prohibit NDOL, as the one-stop operator, from performing the following functions:
 - 1. Convene system stakeholders to assist in development of local plans;
 - 2. Prepare and submit local plans;
 - 3. Be responsible for oversight of itself;
 - 4. Manage or significantly participate in the competitive selection process for a one-stop operator;
 - 5. Select or terminate a one-stop operator, career service providers, and youth providers;
 - 6. Negotiate local performance accountability measures; or
 - 7. Develop and submit budgets for activities of the Local Board.
- B. The Local Board and NDOL acknowledge that when an entity serving as the one-stop operator is also serving a different role within the one-stop delivery system, the one-stop operator may perform some or all of these functions, but only if such entity has established sufficient firewalls, internal controls, and conflict of interest policies and procedures. (See 20 CFR §678.625).
- C. To the extent that NDOL is performing different roles within the one-stop delivery system, in addition to being the one-stop operator, NDOL will establish firewalls, internal controls, and

conflict of interest policies and procedures, which demonstrate compliance with WIOA, WIOA regulations, Uniform Guidance, and conflict of interest procedures of the State of Nebraska and the Local Board. NDOL will make such written policies and procedures available to the Local Board, upon request of the Local Board.

VI – Subrecipient

The Local Board and NDOL acknowledge that entities serving as the one-stop operator are subrecipients of a Federal award, and must follow Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards at 2 CFR Part 200 and 2 CFR Part 2900, and United States Department of Labor specific requirements. As the designated NDOL one-stop operator, NDOL is a subrecipient of WIOA Funds.

VII – Funding and Payment for Services

- A. NDOL shall provide the Local Board with an anticipated annual budget for performance of services under this Agreement, for review and approval by the Local Board. NDOL may request adjustments to the budget, in writing, to the Local Board.
- B. Reimbursement for the services provided by NDOL shall be based upon actual expenses incurred by NDOL, and shall be paid from WIOA Funds allocated for the GNWDA.
- C. NDOL and the Local Board understand and agree that WIOA Funds provided under this Agreement are from available Federal funds, and are contingent upon the State of Nebraska's receipt of such funds from the Federal government, and upon the appropriation and allotment of funds for the GNWDA.
- D. NDOL and the Local Board shall comply with all applicable laws, rules, regulations, guidance, and policies, including but not limited to, WIOA and its implementing rules and regulations, Federal and State law cited in this Agreement, USDOL WIOA guidance, State WIOA policies, 2 CFR Part 200, and 2 CFR Part 2900 (referred to herein as "Applicable Law.") The requirements of Applicable Law are incorporated herein by this reference.
- E. Payments and/or disbursements of funds to NDOL will be made in compliance with Applicable Law.

VIII – Audit & Disclosure

- A. NDOL shall utilize generally accepted accounting principles, and shall maintain accounting records, and other records and information relevant to this Agreement to enable authorized officials to audit expenditures and performance under this Agreement.
- B. Duly authorized officials of the State or Federal government shall have full access to and the right to examine, audit, excerpt, and/or transcribe any of NDOL's records pertaining to all matters covered by this Agreement, as also required under ATTACHMENT 1 to this Agreement. NDOL agrees to provide copies of records pertinent to work undertaken under this Agreement to the Local Board, upon the Local Board's written request. NDOL shall also permit authorized State and Federal officials access to personnel for purposes of interviews and discussions related to such records. It is understood and agreed that all records, and access to personnel shall be made available during normal business hours.

- C. Audits shall be required and shall be conducted in accordance with Applicable Law (with emphasis on the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200, 2 CFR Part 2900, and 20 CFR Part 683).
- D. The obligation of NDOL to return any funds due as a result of an audit is not affected by termination of this Agreement.
- E. As required by 2 CFR § 200.113, NDOL shall immediately disclose to appropriate authorities, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the use of WIOA Funds provided under this Agreement.

IX – Assignability

NDOL and Local Board shall not assign or transfer this Agreement to another person, without the prior, written consent of the other party.

X – Compliance with Applicable Law and Requirements

- A. In performance under this Agreement, NDOL agrees to comply with Applicable Law. In particular, NDOL agrees to establish internal controls, including oversight and monitoring processes and procedures, in order to have reasonable assurance that NDOL is carrying out WIOA activities and services in compliance with Applicable Law, and the terms and conditions of this Agreement.
- B. State Policy may be modified during the term of this Agreement, and NDOL shall comply with State Policy, as modified. State Policy is available on NDOL's website. State Policy includes, but is not limited to, requirements regarding Governance, the One-Stop Delivery System, Performance Accountability, Administrative Requirements, Youth, Adult and Dislocated Worker programs, Priority of Service, Rapid Response, and Trade Adjustment Assistance.
- C. NDOL and the Local Board shall comply with the written Assurances attached to this Agreement, and incorporated herein by this reference as ATTACHMENT 1.

XI – Debarment, Suspension, or Declared Ineligible

- A. NDOL and the Local Board each certify 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, or becomes sanctioned or debarred. Each party acknowledges that suspension or debarment is cause for termination of this Agreement.
- B. NDOL and Local Board shall ensure that no subcontractors or subrecipients used in the performance 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.
- C. NDOL agrees to comply with all requirements established by the Office of Management and Budget (OMB) concerning participation in the Dun and Bradstreet Data Universal Numbering System (DUNS), registration with the Federal System for Awards Management (SAM), and

maintenance of such participation and registration, including ensuring currency of information. No entity may receive an award of WIOA Funds unless the entity has a unique entity identifier (code that is unique to an entity registered with SAM), and such DUNS and EIN numbers shall remain active until termination of this Agreement.

XII – Disaster Recovery

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

XIII – Drug Free Workplace

- A. NDOL agrees to maintain a drug free workplace environment to ensure worker safety and workplace integrity and agrees to provide a copy of its drug free workplace policy at any time upon request by the Local Board.

XIV – Entire Agreement

- A. This Agreement, including any items incorporated herein by reference, contains the entire agreement of the parties. No representations were made, or relied upon by any 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. The introductory recital paragraphs of this Agreement are incorporated herein by this reference.
- B. Should a conflict occur between this Agreement and items incorporated herein, and applicable Federal or State law, the provisions of law shall prevail.
- C. In the event of a conflict between the items that make up this Agreement, the following order of precedence shall apply: (1) provisions of Federal law, rules, regulations, and guidance; (2) State Policy; (3) WIOA Assurances; and (4) this Agreement. In the case of duplication of a term in the items that make up this Agreement, the terms shall be read together and complied with in entirety.
- D. This Agreement shall be binding upon, and shall inure to the benefit of, the successors, assigns, and legal representatives of the parties.
- E. This Agreement, or any amendment of this Agreement, may be signed in any number of counterparts, each of which will be an original, but all of which taken together will constitute one agreement (or amendment, as the case may be).

XV – E-Verify Statement

- A. NDOL 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 USC § 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.

- B. This obligation to verify work eligibility status for new employees physically performing services within the State of Nebraska also applies to any and all subcontractors and subrecipients utilized by NDOL in performing under this Agreement.
- C. A failure to adhere to these requirements is a violation of the statutory requirements in Neb. Rev. Stat. § 4-114 and as such will be deemed a substantial breach of this Agreement.

XVI – Force Majeure

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this Agreement due to a natural disaster, public health crisis, or other similar 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 this 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 this 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 this Agreement.

XVII – Governing Law

This Agreement shall be governed by, construed according to the laws and regulations of, and subject to the jurisdiction of the State of Nebraska.

XVIII – Hold Harmless and Sovereign Immunity

- A. To the extent permitted by law, Local Board agrees to hold the State of Nebraska and NDOL harmless from any and all claims, demands, and actions based upon or arising out of any activities or services performed by NDOL or by its officials, officers, employees, agents, or associates.
- B. Nothing in this Agreement shall be construed to waive the sovereign immunity of the State of Nebraska or NDOL, as an agency of the State of Nebraska.

XIX – Insurance

NDOL shall maintain such insurance (either through self-insurance or commercial insurance) as will protect NDOL from claims for damages which may arise from performance under this Agreement.

XX – Intellectual Property Rights

If activities or services carried out under this Agreement result in any copyrightable material or inventions, NDOL and the Federal government reserve the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and/or authorize others to use the work or materials for governmental purposes. Additionally, as required by 2 CFR § 2900.13, any intellectual property developed under this Agreement shall be licensed under a Creative Commons Attribution license, which allows subsequent users to copy, distribute, transmit, and adapt the copyrighted work and attribute the work in the manner specified by the copyright owner.

XXI – Merger

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

XXII – Nondiscrimination and Accessibility Provisions

NDOL and Local Board agree to comply with all applicable local, State, and Federal statutes, regulations, and mandates regarding civil rights, equal opportunity employment, and nondiscrimination, as amended, including but not limited to:

- A. Title VI of the Civil Rights Act of 1964, 42 USC §§ 2000d et seq. (including providing access to persons with limited English proficiency).
- B. Title VII of the Civil Rights Act of 1964, 42 USC § 2000e.
- C. The Rehabilitation Act of 1973, 29 USC §§ 794 et seq.
- D. The Americans with Disabilities Act of 1990, 42 USC §§ 12101 et seq.
- E. The Age Discrimination Act of 1975, 42 USC §§ 6101 et seq.
- F. The Age Discrimination in Employment Act, 29 USC § 621.
- G. Title IX of the Education Amendments of 1972, 29 USC §§ 1681 et seq.
- H. The Architectural Barriers Act of 1968, 42 USC §§ 4151 et seq.
- I. The Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§ 48-1101 to 48-1125.
- J. Nondiscrimination provisions of the Workforce Innovation and Opportunity Act, including but not limited to, those in Section 184 and Section 188, and regulations implementing those provisions, including 29 CFR Part 38.

XXIII – Point of Contact and Notice

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

GNWDB	
Lisa Wilson, GNWDB Chair 600 E. Francis, Suite 9 North Platte, Nebraska 69101	Phone: 402.405.6791 eMail: lisa.wilson@cnhind.com
NDOL	
Erick Carrillo, Acting Director of Reemployment Services 550 South 16th Street Lincoln, NE 68508	Phone: 402.473.7018 eMail: erick.carrillo@nebraska.gov

- 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.

XXIV – Program Income

Program income shall be used in accordance with WIOA and the provisions of 2 CFR § 200.307. USDOL has indicated that the “Addition” method as described in 2 CFR § 200.307 shall be used in allocating any program income generated for this award of WIOA Funds. NDOL assures that all program income shall be expended prior to drawing down additional funds as required at 2 CFR §§ 200.305(b)(5) and 200.307(e). NDOL understands and agrees that any program income found remaining at the end of the Period of Performance shall be required to be returned to USDOL.

XXV – Public Record Statement

This Agreement is a public record.

XXVI – Recordkeeping

All records pertaining to performance under this Agreement shall be retained for the period specified in Applicable Law. In the event of litigation, such records shall be retained until all litigation, claims, or audit findings involving the records or this Agreement have been finally resolved.

XXVII – Restriction on Use of Funds

- A. NDOL understands and agrees that no WIOA Funds shall be used for any partisan activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services to or the employment of assignment of personnel in a manner supporting or resulting in the identification of programs/projects conducted or operated pursuant to this Agreement with:
1. Any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in a public election or party office; or
 2. Any activity to provide voters with transportation to polls or similar assistance in connection with an election; or
 3. Any voter registration activity.
- B. NDOL assures that no Federal appropriated funds have been paid or will be paid on behalf of NDOL, 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 a Federal contract, grant, loan, or cooperative agreement, NDOL or Local Board (as applicable) shall

complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

XXVIII – Separate Entity

- A. Nothing in this Agreement should be construed in any manner as creating or establishing the relationship of partners between the parties.
- B. This Agreement does not create an employment relationship or establish any other employment-related rights.

XXIX – Severability

If any term or condition of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the provision held to be invalid or illegal.

XXX – State Energy Conservation Plan

NDOL and Local Board recognize mandatory standards and policies relating to energy efficiency as contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163). NDOL and Local Board agree to compliance with all applicable standards, orders, or requirements issued under § 306 of the Clean Air Act [42 USC §1857(h)], § 508 of the Clean Water Act (33 USC § 1368), Executive Order 11738, and Environmental Protection Agency regulations pertaining to contracts, sub-contracts, and sub-grants in excess of \$100,000 (40 CFR 15).

XXXI – Strict Compliance

- A. All provisions of this Agreement shall be strictly complied with as written, and no substitutions or changes shall be made, except upon written agreement of the parties.
- B. The acceptance of late performance with or without objection or reservation by one party shall not waive any rights of the party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

XXXII – Survival

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.

XXXIII – Taxes

NDOL is not required to pay taxes and assumes no such liability as a result of this Agreement. Local Board may request for their records a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13.

XXXIV – Workplace Safety

NDOL and Local Board agree to provide a safe and secure place of work and shall maintain all legally required health and safety standards.

XXXV – Other Requirements

In addition to other requirements included in this Agreement, NDOL and Local Board agree to comply with the requirements imposed by applicable Federal appropriation acts, and terms and conditions imposed through USDOL Federal funding agreements (Federal Award Terms), including but not limited to, the following:

- A. Consultants. USDOL has determined that fees paid to a consultant who provides services under a WIOA program shall be limited to \$710 per day (representing an 8-hour workday). Any fees paid in excess of this amount cannot be paid without prior approval from USDOL.
- B. Compliance with the Federal Funding Accountability and Transparency Act (FFATA). (See 2 CFR Part 170).
- C. Pay for Performance Contract Strategies. The parties shall comply with requirements and limitations in WIOA and 20 CFR 683 Subpart E regarding pay-for-performance contract strategies.
- D. Personally Identifiable Information. The parties shall recognize and safeguard personally identifiable information (PII), including compliance with Training and Employment Guidance Letter 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII).
- E. Publicity. No funds provided under this Agreement shall be used for publicity or propaganda purposes; preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself; or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself. Nor shall such funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, Executive Order proposed or pending before the Congress; or any state government, state legislature, or local legislative body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.
- F. Travel. For domestic travel to be an allowable cost, it must be necessary, reasonable, allocable, and conform to Federal law, rules, regulations, and guidance, including 2 CFR § 200.474, and current and future USDOL guidance, policies, and procedures. All travel must comply with the Fly America Act (49 USC § 40118). WIOA Funds cannot be used for foreign travel, as stated in 20 CFR § 683.250(b). Mileage rates cannot be more than the maximum allowable mileage reimbursement rates for Federal employees. (Refer to www.gsa.gov/mileage).
- G. Prohibition on Contracting with Corporations with Felony Criminal Convictions. The parties may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

- H. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities. The parties may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has 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.
- I. Prohibition on Procuring Goods obtained through Child Labor. No funds provided under this Agreement may be encumbered, 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: [List of Goods Produced by Child Labor or Forced Labor](#).
- J. Prohibition on Providing Federal Funds to ACORN. Funds provided 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.
- K. Supportive Services and Participant Support Costs. When supportive services are authorized, in addition to other applicable requirements, costs for supportive services must meet the basic considerations of 2 CFR §§ 200.402 through 200.411 and the provisions of 20 CFR 680 Subpart G and 20 CFR § 681.570.
- L. Fraud, Waste, and Abuse. No entity receiving Federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- M. Buy American Act. NDOL agrees to comply with the Sections 8301 through 8303 of Title 41, United States Code (commonly known as the “Buy American Act”). NDOL and the Local Board certify that each entity has not been convicted of violating the Buy American Act, 41 USC § 8301 et seq., and Executive Order 13788.
- N. 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.
- O. 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; or (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.
- P. 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.

- Q. Health Benefits Coverage for Contraceptives. Federal funds may not be used to enter into or renew a contract which includes a provision for prescription drug coverage unless the contract also includes a provision for contraceptive coverage. This requirement does not apply to contracts with (1) the religious plans Personal Care's HMO and OSF Health Plans, Inc. or (2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs. In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.
- R. Restriction on Health Benefits Coverage for Abortions. Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless and abortion is performed. This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.
- S. Restriction on Lobbying/Advocacy. No Federal funds may be used to engage in lobbying or advocacy activities (including publicity or propaganda purposes or for the preparation of any publication or electronic communication) designed to support or defeat the enactment of Federal, state, or local legislation, regulation, appropriations, order, or other administrative action.
- T. Salary and Bonus Limitations. As required under WIOA Sec. 194(15), no Federal funds may be used 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. The Executive Level II salary may change yearly and is located on at <https://www.opm.gov/>.
- U. The Hotel-Motel Fire Safety Act. Pursuant to 15 USC § 2225a, each party shall ensure that all space for conferences and conventions or training seminars funded in whole or in part with WIOA funds comply with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Conferences must be necessary and reasonable for the successful performance of the grant award, and must comply with 2 CFR § 200.432.
- V. 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 funds, 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 funds, (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 2 CFR Part 200 and, when appropriate, both shall be complied with.
- W. Architectural Barriers. The Architectural Barriers Act of 1968, 42 USC §§ 4151 et seq., as amended, the Federal Property Management Regulations (41 CFR § 102-76), and the Uniform

Federal Accessibility Standards issued by GSA (36 CFR §1191, Appendices C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

- X. Labor Standards. Each party agrees to comply with labor standards, as applicable, including but not limited to, the following: (1) Davis-Bacon Act (and related requirements); (2) Contract Work Hours and Safety Standards Act (and related requirements); and (3) Copeland “Anti-Kickback” Act (and related requirements).
- Y. Trafficking. The parties (and employees, subrecipients, and subrecipient’s employees) may not (1) engage in forms of trafficking in persons during the time that the award is in effect, (2) procure a commercial sex act during the time that the award is in effect, or (3) use forced labor in the performance of the award or subawards under the award.
- Z. Flood Insurance. The Flood Disaster Protection Act of 1973, as amended, 42 USC §§ 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in communities in the United States identified as flood-prone, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one (1) year of the identification. The flood-insurance purchase requirement applies to both public and private applicants for USDOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.
- AA. Executive Orders. The parties shall comply with applicable Executive Orders, including but not limited to, (1) Executive Order 12928 regarding subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions; (2) Executive Order 13043 regarding increasing seat belt use in the United States; (3) Executive Order 13166 regarding improving access to services for persons with limited English proficiency; and (4) Executive Order 13513 regarding Federal leadership on reducing text messaging while driving.
- BB. Funding Acknowledgement. The following statement shall be included 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.

[remainder of page blank]

[signatures follow]

XXXVI - 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.

06/24/2025

Date

Lisa Wilson
Lisa Wilson (Jun 24, 2025 16:14 CDT)

LISA WILSON, Chair
Greater Nebraska Workforce Development Board

06/24/2025

Date

Katie Thurber
Katie Thurber (Jun 24, 2025 17:44 EDT)

KATIE THURBER, Commissioner
Nebraska Department of Labor

REVIEWED AND APPROVED:

Rea Easton
Rea Easton (Jun 23, 2025 14:22 CDT)

REA EASTON, Chief Financial Officer
Nebraska Department of Labor

Erick Carrillo

ERICK CARRILLO,
Acting Director of Reemployment Services
Nebraska Department of Labor

Joel F. Green
Joel F. Green (Jun 24, 2025 08:33 CDT)

JOEL F. GREEN, Acting General Counsel
Nebraska Department of Labor

06/23/2025

Date

06/23/2025

Date

06/24/2025

Date

ATTACHMENTS:

#1 – WIOA Assurances












GWDB 2025 PDF

Final Audit Report

2025-06-24

Created:	2025-06-23
By:	Isaac Hill (isaac.hill@nebraska.gov)
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-  Signer Joel Green (joel.green@nebraska.gov) entered name at signing as Joel F. Green
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Agreement completed.

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