

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

(Youth Services)

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) in the 88-county Greater Nebraska Workforce Development Area (which includes all of Nebraska, except Lancaster, Saunders, Douglas, Washington, and Sarpy Counties) (GNWDA); and

WHEREAS, WIOA provides federal funding to assist local service areas in providing workforce development activities for eligible youth; and

WHEREAS, GNWDB has elected to make NDOL's Employment & Training Division (E&T) the GNWDA service provider for WIOA Title I Youth Services; and

WHEREAS, E&T is willing to provide such services within the entire GNWDA; and

WHEREAS, the purpose of this Agreement is to set forth the responsibilities of E&T as the WIOA Title I Youth service provider.

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

I - SERVICES

E&T shall provide WIOA Title I Youth Services in the GNWDA (as defined by Greater Nebraska WIOA Title I(B) Plan), including all necessary staff, facilities, and materials, as further defined by this Agreement, including but not limited to, the following:

- A. Coordinate program planning and performance measure reporting to the GNCEOB and GNWDB or their designated representatives.
- B. WIOA Youth staff will be housed, at a minimum, in the Beatrice AJC, Grand Island AJC, and the Norfolk Career Center, unless otherwise agreed by the parties.
- C. Determine eligibility for participants based on current WIOA, state, and local area eligibility policies, noting the following:
 1. WIOA allows a low-income exception. Five percent (5%) of participants do not need to be low-income for eligibility purposes. However, participants must meet all other eligibility

criteria for WIOA youth to be enrolled. A program must calculate the five percent (5%) based on the percent of all youth served by the program in the local area's WIOA youth program in a given year.

2. WIOA requires that at least 75% of youth funds be expended on out-of-school youth, and at least 20% on paid and unpaid work experiences that have an academic and occupational education component.
- D. Provide eligible youth with approved education, employment, and training activities, which culminate in the successful completion of specific skill attainments or other allowable outcomes.
- E. Make *available* to all eligible youth participants, the 14 required youth program elements, throughout the entire age range of 14-24. The 14 required youth program elements are:
1. Tutoring, study skills training, and instruction, and evidence-based dropout preventions and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.
 2. Alternative secondary school services, or dropout recovery services, as appropriate.
 3. Paid and unpaid work experiences that have as a component academic and occupational education, which may include:
 - a. Summer employment opportunities and other employment opportunities available throughout the school year,
 - b. Pre-apprenticeship programs,
 - c. Internships and job shadowing, and
 - d. On-the-job training opportunities.

At least 20% of the total youth funds must be spent on paid and unpaid work experiences that have an academic and occupational education component.

4. Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved, if the local board determines that the programs meet the quality criteria established by the Governor in the State plan.
5. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.
6. Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.

7. Supportive services for youth, as defined in WIOA section 101(59), means services that are necessary to enable an individual to participate in WIOA programs and may include the following:
 - a. assistance with transportation costs,
 - b. assistance with child care and dependent care costs,
 - c. assistance with housing costs, and
 - d. assistance with needs-related payments.
 8. Adult mentoring for a minimum duration of 12 months that may occur both during and after program participation.
 9. Follow-up services for a minimum duration of 12 months after the completion of participation, as appropriate.
 10. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.
 11. Financial literacy education.
 12. Entrepreneurial skills training.
 13. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as:
 - a. career awareness,
 - b. career counseling, and
 - c. career exploration services.
 14. Activities that help youth prepare for and transition to postsecondary education and training.
- F. Track and monitor participant activities and performance requirements, ensuring performance levels are achieved.
 - G. Provide accounting and ensure fiscal responsibility for program expenditures.
 - H. Participate in NWorks, the management information system used within NDOL to document and record all case management and service activities.
 - I. Fully cooperate with the referral process as directed by GNWDB.
 - J. Registration and EEO data collection for all individuals funded under Title I (except for self-service activities).

- K. 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.
- L. Follow GNWDA complaint and grievance procedures.
- M. Comply with all monitoring and review processes as required by the GNWDB, GNCEOB, State of Nebraska, or United States Department of Labor.
- N. 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.
- O. Be knowledgeable of, and operate in compliance with, the federal, state, and local law, regulation and policies applying to provision of WIOA Youth services, including but not limited to, eligibility criteria, priority of service, and use of WIOA funds.
- P. 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

- 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

- 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 extension of this Agreement must notify the other parties in writing at least sixty (60) days prior to the ending date of the Agreement that is in effect.
- 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 and recoveries may include, but are not limited to, unencumbered funds advanced to E&T, payments 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

- 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 Youth programs in the GNWDA.
- B. Program funding for the Youth program is allocated one time per year and covering April 1 to March 30.
- C. At least 20% of the total Youth funds must be spent on paid and unpaid work experiences that have an academic and occupational education component.
- D. At least 75% of Youth funds will be expended on out-of-school Youth.

- E. No less than 80% of the total PY funds for the period July 1 to June 30 will be expended or obligated. Of the 80% expenditure or obligation, no less than 50% of that expenditure must have been for direct client training services.
- F. 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

- 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 Youth 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

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 a designated Point of Contact (POC). 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

- 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 American Job Centers 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

- 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

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

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

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

No officer, employee, or agent of either party to this Agreement 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. 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 - ENTIRE AGREEMENT

This Agreement, including any items incorporated herein by reference, 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.

XXIII - 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.

XXIV – TAXES

NDOL is not required to pay taxes and assumes no such liability as a result of this Agreement.

XXV - APPLICABLE LAW AND STATEMENT OF ASSURANCES

- 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 state 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 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

- 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
E&T	
Mary Anne Bradfield, Deputy Commissioner for Reemployment 550 South 16th Street, 3 rd Floor Lincoln, NE 68508	Phone: 402.471.9948 eMail: maryanne.bradfield@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.

XXVII - PUBLIC RECORD STATEMENT

This document is a public record.

XXVIII - STAFFING

- A. This Agreement does not create an employment relationship or establish other employment-related rights. GNWDB, or any related governmental entity, and NDOL 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 availability, and shall, in no event, limit or restrict NDOL'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

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

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

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

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.

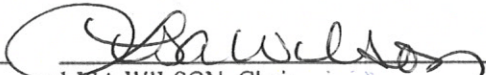
- C. Prohibition on Procuring Goods Obtained Through Child Labor. Each party understands and agrees that no funds paid under this Agreement may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured 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](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 this 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.

[signature page to follow]

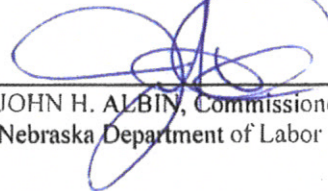
XXXIII - SIGNATURES


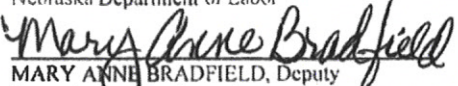
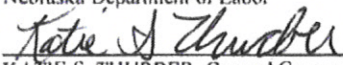
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, each duly authorized to do so, effective the day and year of the signature by the parties.

7-13-2020
Date

LISA WILSON, Chair
Greater Nebraska Workforce Development Board

7-8-2020
Date

PAMELA LANCASTER, Chair
Greater Nebraska Chief Elected Officials Board

6/23/2020
Date

JOHN H. ALBIN, Commissioner
Nebraska Department of Labor

REVIEWED AND APPROVED:

KIM SCHREINER, Controller
Nebraska Department of Labor

MARY ANNE BRADFIELD, Deputy
Commissioner for Reemployment
Nebraska Department of Labor

KATIE S. THURBER, General Counsel
& Interim UI Director
Nebraska Department of Labor

6/11/2020
Date
6/11/2020
Date
6/23/2020
Date

ATTACHMENTS:
#1 - WIOA Assurances