



GREATER NEBRASKA
WORKFORCE DEVELOPMENT BOARD



Pete Ricketts, Governor

December 6, 2017

Stan Odenthal, Director
Office of Employment and Training
Nebraska Department of Labor
550 South 16th Street
Lincoln, NE 68508

Dear Stan,

On behalf of the Greater Nebraska Local Area, I am submitting a Plan Modification that was approved by the Greater Nebraska Workforce Development Board (GNWDB) on Thursday, October 26, 2017. The Plan Modification transfers \$200,000 of Dislocated Worker Program funds to the Adult Program, with all funds coming from FY17. This request is based on enrollment and proposed obligations needs for the Adult Program. Available funding for the Dislocated Worker Program is estimated to be \$927,695, after the transfer. Based on historical trends, this is more than adequate funding for the Dislocated Worker Program.

The effective date of this modification is requested as October 26, 2017.

This modification applies to the local components of the plan. There are no requested deletions of the plan.

Additionally, a public notice of this modification was submitted to Local Area newspapers with a request to contact the Local Area administrative office at the Nebraska Department of Labor for more information. To date, no public comment or question has been received.

Sincerely,

Dylan Wren, Job Training Program Coordinator
Nebraska Department of Labor – Greater Nebraska Workforce Development Board

Attachments: Regional and Local Plan Signature Sheet (attachment 1 to the plan)
Assurances (attachment 4 to the plan)
WIOA Grant Agreement Modification Signature Sheet (attachment 17 to the plan)

cc: John Albin, Commissioner, Department of Labor
Lisa Wilson, GNWDB Chairperson
Pam Lancaster, CEOB Chairperson
Deb Andersen - Policy Coordinator, Department of Labor
Shannon Grotrian – Administrator of Workforce Services, Department of Labor

Lisa Wilson, Chair

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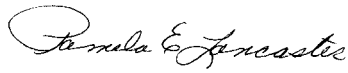
Attachment 1. Signature Sheet – Regional and Local Plan Modification


This regional and local plan modification is signed by and submitted with the agreement of the:

- Chair of the Chief Elected Officials Board and Chair of the Greater Nebraska Workforce Development Board, on behalf of the Greater Nebraska Workforce Development Board.

The signing parties assure that physical copies of this complete modification package, including this signature sheet, will be:

- kept on file at the Lead Local Board’s administrative office; and
- promptly available to the public through electronic means, including websites, and in written form and through whatever other means the Lead Local Board and its one-stop partners use to disseminate information to the public.

GNWDB, Lead Local Board	
	12/06/2017
Chief Elected Official	Date

On behalf of the GNWDB	
	12/06/2017
Chair, GNWDB	Date

Attachment 4. Assurances

The assurances in this Attachment 4 highlight specific requirements under WIOA that apply to Pam Lancaster, Chair of the Chief Elected Officials Board (the “Grantee”) and the Greater Nebraska Workforce Development Board (the “Local Board”).

The assurances do not limit in any way the responsibilities of the Grantee or the Local Board. The Grantee and the Local Board are subject to all Federal and state laws, rules, regulations, policies, and procedures. The Grantee and Local Board must ensure that all local area subrecipients comply with and adhere to all Federal and state laws, rules, regulations, policies, and procedures.

By signing the following assurances, the Grantee and the Local Board assure the Nebraska Department of Labor (the “Grantor”) that the Grantee, the Local Board, and all local area subrecipients will abide by the following requirements, in addition to all Federal and state laws, rules, regulations, policies, and procedures.

1. Access to Records –

The Grantee and the Local Board assure that each will give the U.S. Department of Labor or its representatives and the Nebraska Department of Labor, or its representatives, access to, and the right to examine, all documents related to the grant agreement.

2. Administration –

The Grantee and the Local Board assure that each will fully comply with all Grantor instructions and relating to the administration of funds.

3. Administration and Fiscal Systems –

The Grantee and the Local Board assure that each has adequate administrative and fiscal systems necessary to promote effective use of the grant funds, which comply with the provisions for Fiscal Controls by States in Section 184 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards in 2 CFR Part 200. This includes, but is not limited to, a financial management system that satisfactorily accounts for and documents the receipt and disbursement of WIOA funds, including information pertaining to subgrants and contract awards, obligations, unobligated balances, assets, expenditures, and income. Effective internal controls must be in place to safeguard assets and ensure their proper use (including property location and usage). All source documentation must be maintained to support accounting records that will permit the tracking of funds to a level of expenditure adequate to establish that funds have not been used in a violation of the applicable restrictions on the use of such funds.

4. Audit Resolution File –

The Grantee and the Local Board assure that the Local Board will maintain an audit resolution file documenting the disposition of reported questioned costs and corrective actions taken for all findings.

5. Bonding –

The Grantee and the Local Board assure that all persons and/or subrecipients who are authorized to receive or deposit WIOA funds, or to issue financial documents, checks, or other instruments of payment for WIOA program costs, are bonded in accordance with Federal and state regulatory requirements for protection against loss.

6. Cash Management –

The Grantee and the Local Board assure that no excess cash will be kept on hand; and procedures are in place for maintaining and monitoring the minimum amount of cash on hand necessary to efficiently improve the timing and control of disbursements.

7. Compliance with Nebraska Revised Statutes §§ 4-108 through 4-112 and 48-114 –

The Grantee and the Local Board assure that all agreements with contractors must include a certification that the contractor has registered with and is using a Federal immigration verification system, as defined in Neb. Rev. Stat. § 4-114, to determine the work eligibility status of all new employees performing services within the State of Nebraska. Upon reasonable notice, the contractor must provide documentation to the Nebraska Department of Labor proving the contractor is, or was at all times during the term of the contractor's agreement, in compliance with this assurance. If the contractor is an individual or sole proprietorship, the contractor must complete the U.S. Citizenship Attestation Form, accessible on the Nebraska Department of Administrative Services website at das.state.ne.us. If the contractor indicates on such attestation form that he or she is a qualified alien, the contractor must agree to provide to the U.S. Citizenship and Immigration Services the documentation required to verify the contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. Verification of lawful presence in the United States and qualified alien status must also be established, pursuant to Neb. Rev. Stat. §§ 4-111 and 4-112, if the contractor has applied for public benefits, as defined in Neb. Rev. Stat. § 48-108. The Grantor and the Local Board must ensure that the contractor understands that lawful presence in the United States is required and that the contractor may be disqualified or the contract terminated if such lawful presence cannot be verified.

8. Compliance with WIOA –

The Grantee and the Local Board assure that each will fully comply with the requirements of WIOA.

9. Confidentiality –

The Grantee and the Local Board assure each will comply with the confidentiality requirements of Section 116(i)(3) of WIOA and Section 444 of the General Education Provisions Act (20 USC § 1232g).

10. Consultation –

The Grantee and the Local Board assure that this regional and local plan has been developed in consultation with local elected officials, the business community, labor organizations, and other regional and local area workforce system partners.

11. Expending Funds –

The Grantee and the Local Board assure that funds will be spent in accordance with the WIOA and the Wagner-Peyser Act and their respective rules and regulations, all written U.S. Department of Labor guidelines, and all other applicable Federal and state laws, rules, and regulations, and statutes, and all state policies.

12. Governor’s Grant Procedures –

The Grantee and the Local Board assure that all use of funds allocated to the Grantee and the Local Board will comply with the grant procedures prescribed by the Governor that are necessary to enter into grant agreements for the allocation and payment of funds under WIOA. The procedures and agreements will be provided by the Governor and will specify the requirements, terms, conditions, assurances and certifications and must include, but not be limited to, the following:

- a. General Administrative Requirements:
 - i. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. Assurances and Certifications:
 - i. Standard Form 424 B – Assurances - Non-Construction Programs.
 - ii. 29 CFR Part 2 Subpart D – Equal Treatment in Department of Labor Programs for Religious Organizations.
 - iii. 29 CFR Part 31 – Nondiscrimination in Federally Assisted Programs of the Department of Labor.
 - iv. 29 CFR Part 32 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
 - v. 29 CFR Part 93 – New Restrictions on Lobbying.
 - vi. 2 CFR Part 180 Subparts F, G and H – Suspension and Debarment Actions.
 - vii. 2 CFR Part 182 – Government-Wide Requirements for Drug-Free Workplace (Financial Assistance).

13. Grievances/Complaints –

The Grantee and the Local Board assure that each will comply with Federal, state, and local policies and procedures for the handling of grievances and complaints from employees and WIOA Title IB (Adult, Dislocated Worker, and Youth) program participants.

14. Human Trafficking –

The Grantee and the Local Board understand that the Grantor may terminate the grant award, without penalty, as a result of actions by the Grantee, the Local Board, Grantee’s employees or subrecipients, or local area staff based on noncompliance with the Trafficking Victims Protection Act of 2009, as amended, and as implemented by 2 CFR Part 175.15(b).

15. In-demand Occupations or Industries –

The Grantee and the Local Board assure that training provided for WIOA Title IB (Adult, Dislocated Worker, and Youth) program participants will be provided only for those occupations that are directly linked to an in-demand industry sector or occupation in the local area or the planning region, as those terms are defined in Sections 3(23), 3(32), and 3(48) of WIOA, or in

another local area or planning region to which a WIOA Title IB (Adult, Dislocated Worker, and Youth) program participant is willing to relocate.

16. Licensing, Taxation, and Insurance –

The Grantee and the Local Board assure that each will comply with all Federal, state, or local laws, rules, and regulations governing applicable licensing, taxation, and insurance requirements.

17. Nondiscrimination –

The Grantee and the Local Board assure that each will comply with the nondiscrimination and equal opportunity provisions of Section 188 of WIOA, which prohibits discrimination:

- a. on the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964;
- b. on the basis of age under the Age Discrimination Act of 1975;
- c. on the basis of sex under Title IX of the Education Amendments of 1972; and
- d. on the basis of disability under Section 504 of the Rehabilitation Act of 1973

The Grantee and the Local Board further assure each will comply with the nondiscrimination and equal opportunity provisions of Section 184 of WIOA, which includes prohibitions against discrimination on the basis of any individual's participation in programs or activities funded or otherwise financially assisted under WIOA, and discrimination on the basis of citizenship status for certain noncitizens.

18. Patent Rights, Copyrights and Rights in Data –

The Grantee and the Local Board assure that each understands that NDOL and the U.S. Department of Labor reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal government purposes:

- a. the copyright in and to any work developed under a grant, subgrant, or contract under a grant of subgrant; and
- b. any rights of copyright to which a grantee, subrecipient, or a contractor purchases ownership with grant support.

19. Regional Planning –

The Local Board assures that it will participate in regional planning.

20. Reporting –

The Grantee assures that it will submit complete, accurate, and timely reports as specified by the Governor.

21. Responsibility Matters –

The Grantee and the Local Board assure that each will enforce standards and procedures to ensure against fraud and abuse, including standards and procedures against nepotism, conflicts of interest, lobbying, kickbacks, drug use, political patronage (Hatch Act) and provisions which govern debarment, suspension, and other responsibility matters.

22. Retention of Records –

The Grantee and the Local Board assure that each will retain all financial and program records, books of account, and other documents related to the grant agreement for a period of three (3) years after grant closeout. The Grantee and the Local Board also assure that if, prior to the conclusion of the three (3) year retention period, any litigation or an audit has begun, the records, books of account and documents relating to the grant agreement must be maintained until the litigation is complete and audit findings are resolved.

23. Salary and Bonus Limitations –

The Grantee and the Local Board assure that funds appropriated under WIOA or prior legislation under the heading “Employment and Training Administration” that are available for expenditure on or after June 15, 2006 will not be used by a recipient or subrecipient of such funds to pay the salary and/or bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of the annual rate of basic pay prescribed for level II of the Executive Schedule (WIOA Sec. 194(15)(A)), except as provided under WIOA Sec. 194(15)(B) which states that the limitation must not apply to vendors providing goods and services as defined in 2 CFR Part 200 Subpart B.

24. Sole-source Procurement –

The Grantee and the Local Board assure that, if the one-stop operator for the local area is procured on a sole-source basis, the Grantee and the Local Board have prepared and will maintain documentation concerning the entire process of making the selection.

25. Special Clauses/Provisions –

The Grantee and the Local Board assure that each understands that other special assurances or provisions may be required under Federal law or policy, including specific appropriations legislation, WIOA, or subsequent Executive or Congressional mandates.

26. State Energy Conservation Plan –

The Grantee and the Local Board assure that each recognizes mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act of 1975. The Grantee and the Local Board each agree to comply with all applicable standards, orders, or requirements issued under § 306 of the Energy Policy and Conservation Act, § 508 of the Clean Water Act, Executive Order 11738, and the Environmental Protection Agency regulations pertaining to contracts, subcontracts, and subgrants in excess of \$100,000 (40 CFR Part 15).

27. Sunshine Provision –

The Local Board assures that the public, including individuals with disabilities, has and will have access to minutes of its meetings.

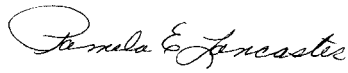
28. Union Organizing –


The Grantee and the Local Board assure that no funds received under WIOA will be used to assist, promote, or deter union organizing.

29. Veterans –

The Grantee and the Local Board assure that use of funds received under WIOA will comply with the Veterans' priority provisions established in the Jobs for Veterans Act.

These assurances signed and submitted with the agreement of the CEOB and Chair of the Greater Nebraska Workforce Development Board (Lead Local Board), on behalf of the Greater Nebraska Workforce Development Board.

GNWDB, Lead Local Board	
	12/06/2017
Chair, CEOB	Date


On behalf of the GNWDB	
	12/06/2017
Chair, GNWDB	Date

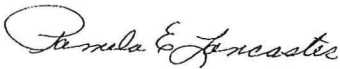
Attachment 17. WIOA Grant Agreement Modification Signature Sheet

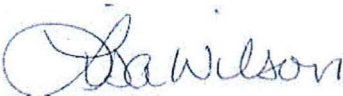
This grant agreement is entered into by the Nebraska Department of Labor on behalf of the State of Nebraska, hereafter referred to as the "Grantor," by Pam Lancaster, Chair of the Chief Elected Officials Board, hereafter referred to as the "Grantee," and by the Greater Nebraska Workforce Development Board.

1. This grant agreement, consisting of the attached Regional and Local Plan and its attachments, in conjunction with Public Law 113-128 (the Workforce Innovation and Opportunity Act of 2014), the rules and regulations promulgated thereunder and therewith, the policies and procedures issued by the Grantor, and the terms and conditions of this grant agreement, constitute the entire agreement among the Grantor, the Grantee, and the Greater Nebraska Workforce Development Board.
2. This one (1) year grant agreement commenced on July 1, 2017 and ends June 30, 2018, hereafter the "Term."
3. Modification of this grant agreement is made by the written agreement of the Grantor, the Grantee, and the Greater Nebraska Workforce Development Board, as follows:
 - a. The Greater Nebraska Workforce Development Board transfers \$200,000 from Dislocated Worker program funds allocated for FY17 to the Adult program.
4. Unilateral modification of the grant agreement may be made by the Grantor in the case of changes in funding.

This grant agreement is signed with the agreement of the Grantor, the Grantee, and the Greater Nebraska Workforce Development.

Grantor	
On behalf of the State of Nebraska	
	12-12-2017
John H. Albin, Commissioner, Nebraska Department of Labor	Date

Grantee	
	
	12/06/2017
Chair, Chief Elected Official Board	Date

On behalf of the Greater Nebraska Workforce Development Board	
	
	12/06/2017
Chair, Greater Nebraska Workforce Development Board	Date